

## **CONTRACT NAME: AGREEMENT BETWEEN COMMON SENSE MEDIA AND DAVIS JOINT UNIFIED SCHOOL DISTRICT**

**BRIEF DESCRIPTION OF CONTRACT:** This agreement is between Common Sense Media (CSM) and DJUSD. It allows students to access a website with free use of apps, games and programs that are relevant to progress with Digital Citizenship and literacy. The resources available to students using Common Sense Media teach responsible and safe use of the internet and social media at all grade levels.

The website requires a student login to access the programs and curriculum and is the preferred website for most of the Digital Citizenship resources.

There is no cost to the District.

# Site Terms of Use

Last Revised 8/30/16

## 1. INTRODUCTION

Welcome to the Internet website <https://www.common sense media.org> (this “Site”), which has been developed and is controlled and maintained by Common Sense Media (“CSM”). Please note that while this Site is owned and operated by CSM, the services provided on this Site may be performed by entities affiliated with or under contract to CSM. CSM and any and all such affiliated or contracted entities are collectively referred to herein as “we,” “us” or “our”.

**PLEASE READ THESE TERMS OF USE (“Terms of Use”) CAREFULLY BEFORE USING THIS SITE. By using this Site or by clicking a box that states that you accept or agree to these terms, you signify your agreement to these Terms of Use. If you do not agree to these Terms of Use, please exit the Site immediately, as you are not authorized to use the Site.**

You acknowledge that these Terms of Use are supported by reasonable and valuable consideration, the receipt and adequacy of which are hereby acknowledged. From time to time, these Terms of Use may be changed, expanded or amended, and may include the introduction of additional Terms of Use for certain Site features. Any changes to these Terms of Use may be made without notice and will be effective immediately upon posting on the Site, so please be sure to review them on a regular basis. The effective date appearing at the top of this page indicates when the latest changes were made to these Terms of Use.

## 2. MATERIALS ON THE SITE AND RELATED RIGHTS AND RESTRICTIONS

The information and materials provided through the Site, including any data, text, photographs, graphics, images, music, audio and video clips, logos, icons, software and links (collectively, the “Materials”) are intended to educate and inform you. The Site is owned and operated by CSM in conjunction with others pursuant to contractual arrangements, and the Materials (and any intellectual property and other rights relating thereto) are and will remain the property of CSM and its licensors and suppliers. The Materials and the selection, compilation, collection, arrangement and assembly thereof are protected by U.S. and international copyright, trademark and other laws, and you acknowledge that these rights are valid and enforceable. The Materials may be used solely to the extent necessary for your authorized use of the Site, as provided in these Terms of Use or as expressly authorized in writing by CSM or, if so indicated in writing by CSM, its licensors or suppliers. Modification of the Materials or use of the Materials for any other purpose is a violation of our copyright and other proprietary rights, and is strictly prohibited. We may change the Site or delete Materials or features at any time, in any way, for any or no reason. You acknowledge that you do not acquire any ownership rights by using the Site or the Materials.

Although CSM strives to provide Materials that are both useful and accurate, laws, regulations, data and other information change frequently and are subject to varying interpretations. In addition, the facts and circumstances of every situation differ. Accordingly, although CSM endeavors to use reasonable care in assembling the Materials, the Materials may not be up-to-date, accurate or complete. Further, the Materials should not be construed as professional advice on any subject matter, and availability or use of the Materials is not intended to create, and does not create, any professional services relationship.

Please note that portions of the Materials have been contributed to the Site by various individuals. The inclusion of such information does not indicate any approval or endorsement of the views expressed therein. Information provided by individuals, whether publicly posted or privately transmitted, is the sole responsibility of the person providing such information. Please understand that CSM expressly disclaims any liability with respect to such materials.

The trademarks, logos and service marks displayed on the Site (collectively the “**Trademarks**”) are the registered and unregistered trademarks of CSM, CSM’s licensors and suppliers, and others. The Trademarks owned by CSM, whether registered or unregistered, may not be used in connection with any product or service that is not CSM’s, in any manner that is likely to cause confusion with CSM or in any manner that disparages CSM. Nothing contained on the Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Trademark without the express written permission of CSM, CSM’s licensors or suppliers, or the third party owner of any such Trademark. Misuse of any Trademarks is prohibited, and CSM will aggressively enforce its intellectual property rights in such Trademarks, including via civil and criminal proceedings.

### 3. SUBMISSION OF MATERIALS

CSM welcomes and values your contributions to the Site in areas designated for contribution. In such areas, users may post reviews, comments and other content, so long as you adhere to CSM’s [Code of Conduct](#), our [Community Guidelines](#), these Terms of Use and our [Privacy Policy](#).

Please note that, because we and our designees allow users to post reviews and other information on the Site and may in the future host other types of forums on the Site (collectively, the “**Forums**”) and, therefore, redistribute materials you give to us, we require certain rights in those materials. Accordingly, by sending or transmitting to us reviews, comments, creative suggestions, ideas, notes, concepts, information or other materials (collectively, “**Submissions**”), or by posting such Submissions to any area of the Site, you grant us and our designees a worldwide, non-exclusive, sublicenseable (through multiple tiers), assignable, royalty-free, perpetual, irrevocable right and license to use, reproduce, distribute (through multiple tiers), modify, edit, create derivative works of, publicly perform, publicly display, digitally perform, make, have made, sell, offer for sale and import such Submissions, alone or as part of other works, in any media now known or hereafter developed, for any purpose whatsoever, commercial or otherwise, without compensation to the provider of the Submissions. None of the Submissions will be subject to any obligation, whether of confidentiality, attribution or otherwise, on our part and we will not be liable for any use or disclosure of any Submissions. You also grant CSM and its affiliates and sublicensees the right to use the name that you submit in connection with such Submissions, if they so choose. You represent and warrant that you own or otherwise control all of the rights to the content that you post; that the content is accurate; that use of the content you supply does not violate these Terms of Use and will not cause injury to any person or entity; and that you will indemnify CSM or its affiliates for all claims resulting from Submissions you supply. CSM takes no responsibility and assumes no liability for any Submissions posted by you or any third party.

Our Forums are designed to facilitate the exchange of information between users. Information on our Forums is provided by our staff and other contributors, some of whom use anonymous screen names and are people not otherwise connected with CSM. You acknowledge that a large volume of information is available in our Forums and that people participating in such Forums occasionally post messages or make statements, whether intentionally or unintentionally, that are inaccurate, misleading or deceptive. We neither endorse nor are responsible for such messages or statements, or for any opinion, advice, information or other content made or displayed on the Site or Forums by third parties, whether such third parties are visitors to the Site, members of the CSM community or others. The opinions expressed in the Forums reflect solely the opinion(s) of the participants and may not reflect the opinion(s) of CSM. We are not responsible for any errors or omissions in articles or postings, for hyperlinks embedded in messages or for any results obtained from the use of such information. Under no circumstances will we or our affiliates, suppliers or agents be liable for any loss or damage caused by your reliance on such information obtained through the Site.

We have no obligation to monitor the Site or the Forums, or any Submissions or other materials that you or other third parties transmit or post on the Site or the Forums. You acknowledge and agree that we and our affiliates have the right (but not the obligation) to monitor the Site and the Forums and the materials you transmit or post; to alter or remove any such materials (including, without limitation, any posting to a Forum); to disclose such materials and the circumstances surrounding their transmission to any third party in order to operate the Site properly; to protect ourselves, our sponsors and our members and visitors; and to comply with legal obligations or governmental requests.

#### **4. USE OF MATERIALS**

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#### **5. CONTENT ACCESSIBLE THROUGH LINKS FROM THE SITE**

The Site contains links to other World Wide Web sites and resources. Because CSM has no control over such sites and resources, you acknowledge and agree that CSM is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that CSM shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource. We strongly encourage you to make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any third parties.

#### **6. YOUR ACCOUNT**

When and if you register with the Site, you agree to (a) provide accurate, current and complete information about yourself as prompted by our registration form (including your email address) and (b) maintain and update your information (including your email address) to keep it accurate, current and complete. You acknowledge that, if any information provided by you is untrue, inaccurate, not current or incomplete, we reserve the right to terminate your access to and use of the Site.

As part of the registration process, you will be asked to select a username and password. We may refuse to grant you a username that impersonates someone else, is or may be illegal, is or may be protected by trademark or other proprietary rights law, is vulgar or otherwise offensive or may cause confusion, as determined by us in our sole discretion. You will be responsible for the confidentiality and use of your username and password and agree not to transfer or resell your use of or access to the Site to any third party. If you have reason to believe that your account with us is no longer secure, you must promptly change your password. YOU ARE ENTIRELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR USERNAME AND PASSWORD AND FOR ANY AND ALL ACTIVITIES (INCLUDING PURCHASES, AS APPLICABLE) THAT ARE CONDUCTED THROUGH YOUR ACCOUNT.

## 7. CODE OF CONDUCT

While using the Site and/or Materials, you agree to comply with all applicable laws, rules and regulations, and that you will not:

- Use the Site or Materials for any unlawful or improper purpose;
- Use a false e-mail address, impersonate any person or entity or otherwise mislead as to the origin of any content;
- Express or imply that any statements you make are endorsed by us, without our prior written consent;
- Transmit (a) any content or information that is unlawful, fraudulent, threatening, abusive, libelous, defamatory, obscene or otherwise objectionable or infringes our or any third party's intellectual property, privacy, publicity or other rights; (b) any material, non-public information about companies without the authorization to do so; (c) any trade secret of any third party; or (d) any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or other unsolicited commercial communication;
- Use any CSM Trademark or any CSM graphics, logos, page headers, button icons, scripts or services names;
- Remove any copyright, trademark or other proprietary rights notices contained in the Site or any Materials;
- "Frame" or "mirror" any part of the Site without our prior written authorization;
- Collect or store personal data about other users;
- Harass other users;
- Restrict or inhibit any other visitor or member from using the Site, including, without limitation, by means of "hacking" or defacing any portion of the Site;
- Engage in spamming or flooding;
- Transmit any software or other materials that contain any viruses, worms, trojan horses, defects, date bombs, time bombs or other items of a destructive nature; or
- Use any robot, spider, site search/retrieval application or other manual or automatic device or process to retrieve, index, "data mine" or in any way reproduce or circumvent the navigational structure or presentation of the Site or its contents.

If you find any Materials on the Site which you believe violate or are inconsistent with this Code of Conduct, please contact the Site administrator at [Webmaster@commonsensemedia.org](mailto:Webmaster@commonsensemedia.org).

## 8. MAKING PURCHASES

If you wish to purchase products or services described on the Site, you will be asked by CSM or the third party provider of the product or service to supply certain information applicable to your purchase, including without limitation credit card and other information. You understand that any such information will be treated by CSM in the manner described in our Privacy Policy. You agree that all information that you provide to CSM or such third party provider will be accurate, current and complete. You agree to pay all charges incurred by you or any users of your account and credit card (or other applicable payment mechanism) at the price(s) in effect when such charges are incurred. You will also be responsible for paying any applicable taxes, shipping and handling charges relating to your purchases.

Descriptions or images of, or references to, products or services on the Site do not imply CSM's endorsement of such products or services. We reserve the right, without prior notification, to change such descriptions or references, to limit the order quantity on any product or service and/or to refuse service to you. Verification of information applicable to a purchase may be required prior to CSM's acceptance of any order. Price and availability of any product or service are subject to change without notice.

## 9. CLAIMS OF COPYRIGHT INFRINGEMENT

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that any of the Materials hosted on the Site infringe your copyright, you (or your agent) may send us a notice requesting that the material be removed or access to it blocked. The notice must include the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed (or if multiple copyrighted works located on the Site are covered by a single notification, a representative list of such works); (c) identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow CSM to locate the material on the Site; (d) the name, address, telephone number and email address (if available) of the complaining party; (e) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (f) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send CSM a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see <http://www.loc.gov/copyright> for details. Notices and counter-notices with respect to the Site should be sent to Copyrights c/o Common Sense Media, 650 Townsend Street, Suite 435, San Francisco, 94103. We suggest that you consult your legal advisor before filing a notice or counter-notice. Also, be aware that there can be penalties for false claims under the DMCA. Please note that CSM may terminate any user who it reasonably believes to be a repeat copyright infringer.

## 10. OUR PROPRIETARY RIGHTS

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## **12. LIMITATION OF LIABILITY**

NEITHER CSM NOR ANY OF OUR AFFILIATES, LICENSORS, MEMBER ORGANIZATIONS, SUPPLIERS, ADVERTISERS OR SPONSORS, NOR ANY OF OUR OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, AGENTS OR OTHER REPRESENTATIVES, ARE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS, LOSS OF DATA OR LOST PROFITS), UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO THE SITE AND/OR MATERIALS CONTAINED ON THE SITE OR ANY LINKED SITE, EVEN IF CSM HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE, MATERIALS OR ANY LINKED SITE IS TO STOP USING THE SITE, MATERIALS OR LINKED SITE, AS APPLICABLE.

IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE) OR OTHERWISE EXCEED THE TOTAL AMOUNT PAID BY YOU, IF ANY, TO ACCESS THE SITE. MOREOVER, UNDER NO CIRCUMSTANCES SHALL WE OR ANY OF OUR AFFILIATES, LICENSORS, MEMBER ORGANIZATIONS, SUPPLIERS, ADVERTISERS OR SPONSORS BE HELD LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM AN ACT OF FORCE MAJEURE OR CAUSES BEYOND OUR OR THEIR REASONABLE CONTROL.

## **13. TERMINATION**

We reserve the right to terminate your access to and use of the Site or any portion thereof, at any time and for any reason, with or without cause. CSM shall have no liability for any such termination, following which your right to use the Site shall immediately cease, and you shall destroy all Materials obtained from the Site and all copies thereof, whether made under these Terms of Use or otherwise.

## **14. INDEMNIFICATION**

You agree to indemnify, defend and hold CSM, our affiliates, licensors, member organizations, suppliers, advertisers and sponsors, and our and their directors, officers, employees, consultants, agents and other representatives, harmless from and against any and all claims, damages, losses, costs (including without limitation attorneys' fees) and other expenses that arise directly or indirectly out of or from (a) your breach of these Terms of Use, (b) your use of and activities in connection with the Site and/or (c) your account(s). You shall cooperate with us in the defense of any claim. We reserve the right, at our own expense, to employ separate counsel and assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

## **15. ACCESS BY MINORS**

Please see our [Privacy Policy](#) for more information on this subject. In addition, pursuant to 47 U.S.C. Section 230(d), as amended, we hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available at Get Net Wise, [www.getnetwise.org](http://www.getnetwise.org), and at OnGuard Online, at <http://onguardonline.gov>. Please note that neither such website is controlled, operated or endorsed by CSM and that CSM is not responsible for such sites.

## 16. NOTICE FOR CALIFORNIA USERS

Under California Civil Code Section 1789.3, California Site users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

## 17. APPLICABLE LAW AND JURISDICTIONAL ISSUES

The Site is controlled and operated by CSM from its office in San Francisco, California and is not intended to subject CSM to the laws or jurisdiction of any state, country or territory other than California and the United States of America. The Site is solely directed to individuals residing in the United States. Those who choose to access the Site from other locations do so on their own initiative and at their own risk, and are responsible for compliance with local laws, if and to the extent local laws are applicable. These Terms of Use are governed by and construed in accordance with the laws of the State of California, United States of America, without regard to its principles of conflicts of law, and the parties hereby expressly exclude application of the United Nations Convention on the International Sale of Goods. You agree to submit to the exclusive jurisdiction of any State or Federal court located in the County of San Francisco, California, United States of America, and waive any jurisdictional, venue or inconvenient forum objections to such courts.

The supply of good and services through the Site is subject to United States export control and economic sanctions requirements. By acquiring any such items through the Site, you represent and warrant that your acquisition comports with and your use of the item will comport with those requirements. Without limiting the foregoing, you may not acquire goods, services or software through the Site if: (1) you are in, under the control of, or a national or resident of Cuba, Iran, North Korea, Sudan or Syria or if you are on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Commerce Department's Denied Persons List, Unverified List or Entity List or (2) you intend to supply the acquired goods, services or software to Cuba, Iran, North Korea, Sudan or Syria (or a national or resident of one of these countries) or to a person on the Specially Designated Nationals List, Denied Persons List, Unverified List or Entity List.

Any dispute or claim arising out of or relating to these Terms of Use shall be settled by arbitration in accordance with the then-prevailing commercial arbitration rules of the American Arbitration Association, and applying California law and/or U.S. federal law, if applicable. Such arbitration will take place in San Francisco, California, USA, before one (1) arbitrator selected in accordance with such arbitration rules, who shall be an attorney with a reasonable knowledge of the Internet. The arbitration shall be conducted in English and all documents submitted by the parties must be in English. This section is incorporated by reference. The arbitrators shall have no power to award consequential, incidental, indirect or punitive damages, or any damages in excess of compensatory damages, if any. Notwithstanding the foregoing, (i) either party may seek injunctive or other equitable relief in a court of competent jurisdiction pending the outcome of such arbitration and (ii) any judgment upon the decision rendered by such arbitration against a party, and/or any injunctive or other equitable relief granted by such arbitration, may be entered in any court having competent jurisdiction over the party or its assets. YOU AGREE THAT ANY CAUSE OF ACTION YOU MAY HAVE ARISING OUT OF OR RELATED TO THESE TERMS OF USE OR THE SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.



## 18. Miscellaneous

If any provision of these Terms of Use is found to be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions. These Terms of Use constitute the entire agreement between us relating to the subject matter herein and supersede any and all prior or contemporaneous written or oral agreements between us with respect to such subject matter. These Terms of Use are not assignable, transferable or sublicenseable by you except with CSM's prior written consent. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained in these Terms of Use is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof.

## 19. QUESTIONS

The Site is provided by Common Sense Media. If you have any questions, comments or complaints regarding these Terms of Use or the Site, feel free to contact us at 650 Townsend Street, Suite 435, San Francisco, 94103, or [contact us](#).

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# Children's Privacy Policy

[En Español](#)

LAST UPDATED: April 21, 2016

## COMMON SENSE MEDIA'S CHILDREN'S PRIVACY POLICY

Common Sense Media, Inc. ("**we**" or "**us**") is concerned about children's privacy. The websites ("**Sites**") that we operate provide a forum for all family members, including children, to express their views about movies, books, TV, games, websites, apps and music. While we encourage children to participate appropriately in our Sites, their privacy is extremely important to us. This Children's Privacy Policy explains our information practices in connection with information provided by children under the age of 13 ("**child**" or "**children**") on Sites that link to this Children's Privacy Policy. The Sites are controlled and operated by us from the United States and are not intended to subject us to the laws or jurisdiction of any state, country or territory other than that of the United States. We support the Children's Online Privacy Protection Act (**COPPA**), and our goal is to minimize the information gathered from and disseminated about kids under 13 while permitting them active participation in the trustworthy information, education and independent voice for which we are known.

### A. How We Collect and Use Information from Children

Children can explore the Sites, and can view and print reviews, comments, ratings and other content without providing any personal information other than the automatic collection of device "persistent identifiers," as discussed in greater detail below. Our Sites only collect limited personal information about a child if the child registers to become a member or submits a question or request to us. If the information collected from a child does not identify or allow contact with him or her or his or her device (including, for example, aggregated information), we may use and disclose it for any purpose, to the extent permitted by applicable law.

*Registration Process.* If a child wants to register to become a member of our Sites, we require the child to submit the following information:

- User name (the child is advised not to use his or her real name);
- Password;
- Birth month and year.

We also require the child to provide a parent's email address. We use the parent's email address to seek parental consent for the child's registration and to explain what information we are collecting, how we plan to use it, and how the parent can revoke consent or request at any time that we remove the account and delete any personal information collected from the child (including the parental contact information). If you believe your child is participating in an activity that collects personal information and you or another parent/guardian have NOT consented, or if you no longer wish for your child to participate as a member of the Sites, please feel free to contact us at [privacy@commonsensemedia.org](mailto:privacy@commonsensemedia.org), and we will delete your child's account and the parental contact information.

We may use information collected from children during the registration process in the following manner:

- To create and maintain the child's account;
- To determine the child's current age and post it next to any reviews or comments posted by the child. We do not post the child's user name or any personal information.

*Reviews and Other Site Activities.* A child may choose to write and post reviews on the Sites, such as reviews of movies, games, websites, TV, books, apps and music. Children also may participate in other activities, such as posting comments on our articles. We moderate children's postings to remove personal information, and **we encourage parents to discuss with their children why they should NEVER include personal information in reviews or comments posted to the Site.**

Children may also participate in other online activities, such as polls. As discussed in our [Privacy Policy](#), all members, including children, have the ability to delete their postings to the Sites. Members can delete their postings by logging into their accounts, viewing the review or comment, and clicking the "delete" button. Or, a member can send an email requesting deletion to [privacy@commonsensemedia.org](mailto:privacy@commonsensemedia.org), noting user name, date of the review or comment, and title of media type reviewed. (Parents may also delete children's postings or other information, as described in [Section D.](#)) It is possible that deleted reviews or comments will remain in our system (such as in backups of our data), but they will not be visible through the Sites. Please note that your request or deletion does not ensure complete or comprehensive removal of the content or information, as, for example, some of your content may have been reposted by another user.

*Persistent Identifiers.* When children interact with the Sites, certain technical information may automatically be collected, both to make our Sites more interesting and useful and for various internal purposes related to our business. Examples of information that is automatically collected include: the type of computer operating system, the device's IP address or mobile device identifier, the web browser, the frequency with which the child visits various parts of our Sites, and information regarding the online or mobile service provider. This information is collected using technologies such as cookies, flash cookies, web beacons, and other unique identifiers (which we define under the "Cookies and Other Technologies" section of our general [Privacy Policy](#)). This information may be collected by us or by a third party. Persistent identifier information is used by Common Sense Media for the sole purpose of providing support for our internal operations, including in order to:

- Ensure that the Sites function properly;
- Enable us to conduct research and analysis to understand, address and improve the use and performance of the Sites; and
- Diagnose and respond to problems.

We work with third parties who perform site analytics and provide services to keep your user experience on the Site free of spam. The following is a list of our third-party service providers who may collect persistent identifiers or use cookies. Some of these third parties may use this information for their own internal purposes, and not strictly as service providers for Common Sense.

- Mollom
  - Contact [<https://mollom.com/contact>]
  - Privacy Policy [<https://mollom.com/web-service-privacy-policy>]
- Crazy Egg
  - Contact [<http://support.crazyegg.com/contact>]
  - Privacy Policy [<https://www.crazyegg.com/privacy>]
  - Opt-Out [<https://www.crazyegg.com/opt-out>] (will opt your device out of any tracking by Crazy Egg)

## B. What Information Submitted By Children Is Viewable On the Site?

We strictly limit the personal information that is publicly viewable about a member who is known by us to be a child. When a child posts a review or comment on the Sites, only the child's age is posted, along with the content of the child's

posting. The child's user name is not posted with this submitted content on our Sites. Although the child may create a Profile for his or her account (which includes only a user name, password, birth month and year, and parent's email address), no portion of the child's Profile other than the child's age is publicly viewable.

### C. What Information About Children Is Shared?

We do not disclose to third parties any children's personal information that we collect other than as follows, consistent with applicable law: (a) with a parent's permission, (b) as required by any applicable law, (c) to third-party service providers who help us operate or manage the Sites, (d) as part of aggregated data shared with third-party service providers, our Board of Directors, funders and other partners, as described in the [Privacy Policy](#), (e) to comply with legal process, (f) to respond to governmental requests, (g) to enforce our Terms of Service, (h) to protect our operations, (i) for assistance in fraud detection and prevention; (j) to protect the rights, privacy, safety or property of Common Sense Media, your child or others, (k) to permit us to pursue available remedies or limit the damages that we may sustain, and (l) in connection with a disposition of all or a substantial portion of our business, assets or stock, such as a sale, merger, consolidation, reorganization, joint venture, assignment, or bankruptcy or similar proceedings.

### D. How May Parents Access, Change or Delete Information About Their Child?

Parents may at any time access or change the personal information that we have collected online from their children. Parents may also ask us to cease further collection of personal information from their children, or to make no further use of, or delete, the personal information we have collected online from their children, in which case, the child's account will be deleted. Parents may make these changes by clicking on the child's "My Account" link, by contacting us at [privacy@commonsensemedia.org](mailto:privacy@commonsensemedia.org), or by writing to us at the address provided below. For your child's protection, we may need to verify your identity before implementing your request. We will try to comply with your request as soon as reasonably practicable.

### E. How May Parents Raise Other Questions or Concerns?

If a parent has any questions or concerns about his or her child's use of the Sites, we encourage the parent to contact us at [privacy@commonsensemedia.org](mailto:privacy@commonsensemedia.org) or:

Privacy Department  
Common Sense Media  
650 Townsend Street, Ste. 435

San Francisco, CA 94103  
415-863-0600

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