

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

BRIEF DESCRIPTION OF CONTRACT: This agreement between WeVideo and DJUSD provides a software used by teachers and students to create student video projects in various curricular areas. It provides an easy-to-use interface and web access which allows students to edit videos with the Chromebooks, and/or at home. It also provides a simple way to upload video clips taken with student-owned devices such as cell phones and tablets.

The cost of this service is \$499, prorated for 2016-2017, \$2,243 for the second year and \$2,524 for the third year. It will be paid from site discretionary funds.

DAVIS JOINT UNIFIED SCHOOL DISTRICT

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

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

THIS AMENDMENT ("Amendment") to the **WeVideo** Agreement by and between the Davis Joint Unified School District, a public school district of the state of California and WeVideo, Inc., a corporation, dated December 1, 2016 ("Agreement") (a true and correct copy of which is attached hereto as Exhibit "A" and is hereby made and entered into as of December 1, 2016 as follows:

WHEREAS, Vendor provides a walled garden ecosystem that provides AB1584 compliance for all students, all ages. Software will provide teachers and students with an interface and web access which allows students to create and edit videos on Chromebooks or at home. It also allows students to upload video clips taken with student devices such as cell phones.

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's Greg Gardner 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 Section **Error! Reference source not found.** of 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 16 day of November, 2016.

Davis Joint Unified School District

By: _____

Its: _____

W2Video, Inc [Vendor]

By: Greg Gardner, Regional Sales Mgr.

Its: Greg Gardner



149 Commonwealth Dr Ste 2118
Menlo Park, CA 94025
650-600-8333
www.wevideo.com

To: Jennifer Sommer

November 14, 2016

O.W. Holmes Junior High School
1220 Drexel Dr, Davis, CA 95616
Phone: 530-757-5445
Email: jesommer@djusd.net

WeVideo is pleased to quote O.W. Holmes Junior High School the following pilot pricing in expectation and in good faith of the ramp pricing agreement beginning July, 2017.

Item	Description	Quantity	Unit Price	Total
User Licenses	WeVideo for Schools Subscription: October, 2016 to June, 2017	780	n/a	\$499
Base Capacity	5GB storage + 1 monthly hour of video publishing time	780	N/A	N/A

Both this addendum and the formal quote must be signed and returned to WeVideo in acceptance of this offer. Addendum special pricing payment is due by December 31, 2016. Formal quote year one payment is due July, 2017.

With the purchase of a **WeVideo for Schools** account, O.W. Holmes Junior High School gains access to:

- "Walled Garden" to ensure privacy control and COPPA/FERPA/AB1584 compliance
- Flexible project collaboration, media sharing, peer-review and simplified educator workflows for assigning and following up student projects
- Dedicated Video Gallery to organize and showcase student work
- Premium features (e.g., Green Screen, Slow Motion, Image Stabilization, and Screencasting)
- Unlimited storage and publishing time (free version includes only 5min per user per month)
- System administration functionality with tiered permissions controls
- Rights-cleared music and sound-effects library
- Google Apps for Education integration
- Account-level storage and exports tracking
- Enhanced Google Chromebook and Android Tablet support
- HDTV (720p) resolution publishing capability
- Dedicated customer support

Quotation expires: December 20, 2016



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Menlo Park, CA 94025
650-600-8333
www.wevideo.com

To accept this pilot offer, please complete all pages, then scan and submit all pages to greg@wevideo.com.

WeVideo will invoice the school upon receipt of this document and expect payment by December 31, 2016.

WeVideo will assume that the subscription assignment and billing information provided on the formal quote will apply to this addendum.

Upon acceptance, the entitlements described herein will be made available within three days from WeVideo's receipt of this document.

Proposal Acceptance

Signature	_____
Date	_____
Print Name	_____
Print Title	_____



149 Commonwealth Dr. Ste. 2118
Menlo Park, CA 94025
ar@wevideo.com
support@wevideo.com

To:

November 14, 2016

Jennifer Sommer

Our contact: Greg

O.W. Holmes Junior High School
1220 Drexel Dr, Davis, CA 95616
Phone: 530-757-5445
Email: jesommer@djud.net

WeVideo is pleased to quote O.W. Holmes Junior High School for the requested term of two years:

Item	Description	List price	Discount	Total Price
User Licenses, Year 1	WeVideo for Schools annual subscription, 780 users	\$2,804	20%	\$2,243
User Licenses, Year 2	WeVideo for Schools annual Subscription, 780 users	\$2,804	10%	\$2,524
Base Capacity	5GB storage + 1 monthly hour of video publishing time per user	N/A	N/A	N/A

O.W. Holmes Junior High School is presented with the following **WeVideo for Schools** preferential subscription rate:

- A price model where O.W. Holmes Junior High School is paying for expected annual usage as it grows (two year ramp), while still having access to full capacity. This model gives the school all the capacity upfront and added incentive to put WeVideo to use in the classroom.
- An additional discount of 5% off the total two year **WeVideo for Schools** licensing fee if the subscription is pre-paid (total of \$4,641).



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support@wevideo.com

Choose one of the options below (check one box):

- ☒ Annual payment according to the table above
- ☐ Pre-payment of \$4,641

Is a purchase order required to invoice O.W. Holmes Junior High School? (check one box):

- ☐ Yes, a purchase order is required
- ☐ No, this signed quote is sufficient to invoice my school

Both this formal quote and the addendum must be signed and returned to WeVideo in acceptance of this offer. Addendum special pricing payment is due by December 31, 2016.

With the purchase of **WeVideo for Schools**, O.W. Holmes Junior High School teachers and students can:

- Access video projects anywhere, anytime, on any device
- Collaborate on video projects and participate in peer review
- Personalize their editing experience based on their level of expertise
- Push creative boundaries with features such as screencasting and green screen
- Discuss student work in video galleries
- View online video tutorials on how to use WeVideo

WeVideo for Schools also makes things simple for O.W. Holmes Junior High School administrators by including:

- Privacy control for COPPA and FERPA/AB1584 compliance
- GAFE and Google Drive integration
- System administration functionality with tiered permissions controls
- Dedicated customer service

Quotation expires: December 20, 2016



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Menlo Park, CA 94025
ar@wevideo.com
support@wevideo.com

To accept this offer, please complete and scan all pages, then submit the completed document to greg@wevideo.com. We will invoice the school for yearly payment, according to the table on page one, beginning July, 2017.

For additional terms, read our [Enterprise Terms of Service](#).

Subscription Assignment

Institution Name _____
License Owner Name _____
License Owner Email _____
Job Title _____
Phone Number _____

Billing Information

Accounts Payable Contact _____
Accounts Payable Email _____

Proposal Acceptance

Signature _____
Date _____
Print Name _____
Print Title _____

Terms of Use

For WeVideo Enterprise Agreement, please click here (</enterprise-terms-of-use>)

Last Modified: Aug 16, 2016

WeVideo, Inc. ("WeVideo," "we" or "our") offers four different types of account: a free individual account ("Free Account"), a paid Flex individual account ("Flex Account"), a paid Personal individual account ("Personal Account"), a paid Unlimited individual account ("Unlimited Account") and a paid Enterprise account for organizations and companies ("Enterprise Account") (collectively, our "Services"). These general Terms of Use ("Terms") govern your access to and use of the Services. You should carefully read these Terms and the applicable agreement before using the Services because by using and/or visiting the Services you agree to be bound by these Terms and the applicable agreement. If you are using the Services on behalf of an organization, you are agreeing to these Terms and the applicable agreement on behalf of that organization and promising that you have the authority to bind that organization to these terms. In that case, "you" and "your" will refer to that organization.

If you do not agree with these Terms, immediately stop using our Services.

We reserve the right to change, update or cease to offer our or any part of our Services or to update these Terms at our discretion. If we do, we will use commercially post notice of the changes at our website.

ACCOUNT SPECIFIC TERMS

Free Accounts

Your Free Account allows you to store up to 1 GB and export up to 5 minutes of 720p video per month, free of charge. However, there are a few restrictions on this. First, we may limit, change, or modify the functionality that we provide to Free Accounts at anytime. Second, we reserve the right to embed a watermark or to add a bumper (including a third-party bumper) in any videos published from your Free Account. You agree not to remove watermarks/bumpers from such videos unless you upgrade to a Flex, Personal, Unlimited or Enterprise Accounts (collectively, our "Paid Accounts"). By embedding a watermark or adding a bumper in such videos, we are not endorsing, and we assume no liability for, the content of such videos or their use. Finally, you agree that we may terminate your Free Account at any time, without notice and, if your Free Account is inactive for ninety (90) days, we may also delete any or all of your media files and published videos without providing additional notice.

Paid Accounts

WeVideo offers you the option to upgrade your Free Account to a Paid Account for a fee. WeVideo offers the following Paid Accounts: Flex, Personal, Unlimited and Enterprise. Flex is a one time payment product with one year term. Personal, Unlimited and Enterprise are Annual Subscriptions. WeVideo accept payment by credit cards or digital wallets. For Annual Subscriptions, we will automatically charge your credit card or digital wallet commencing on the date you elect to upgrade to a Paid Account and thereafter automatically yearly renewal thereafter (depending on the subscription tier you select) until you cancel your subscription. Click on the link on your "Account" page to see the commencement date for your next renewal period. In the event your WeVideo Paid account began on a day not contained in a given month or year, WeVideo will bill you on the last day of such month or year. For example, if your WeVideo Paid account began on January 31st, February 28th is the next time your credit card or digital wallet would be billed. You acknowledge that the amount billed each year may vary for reasons that include differing amounts due to promotional offers, differing amounts due to changes in your account, or changes in the amount of applicable sales tax, and you authorize us to charge your credit card for such varying amounts.

If you wish to cancel your Paid Account at anytime, you may do so via your "Account" page. Once you choose to downgrade or cancel your Paid Account will remain active for the remainder of your current subscription period but will not be renewed once that subscription term expires. You will not receive a refund for pre-paid portions of your subscription term. In other words, if you have selected an annual subscription, your Paid Account will remain active for the remainder of that annual term and then be downgraded to a Free Account at the end of the Term.

If any fee is not paid in a timely manner, or WeVideo is unable to process your transaction using the credit card information provided, WeVideo reserves the right to suspend your Paid Account. If you do not bring your balance current within fifteen (15) days after WeVideo provides you with notification that your Paid Account is in arrears, we will downgrade your WeVideo Paid account to a Free Account and, if your storage space exceeds 1 GB, WeVideo reserves the right to delete some or all of your media files as necessary to reduce your storage space to below 1 GB.

WeVideo may change the fees and charges in effect, or add new fees and charges from time to time, for the next billing cycle, but we will give you advance notice of these changes by email. If you want to use a different credit card or if there is a change in your credit card validity or expiration date, you may edit your information by accessing your "Account" page. If your credit card reaches its expiration date, your continued use of the Services constitutes your authorization for us to continue billing that credit card and you remain responsible for any uncollected amounts. It is your responsibility to keep your contact information and payment information current and updated.

WeVideo Paid accounts are prepaid and are non-refundable, except as required by law. WEVIDEO DOES NOT PROVIDE REFUNDS OR CREDITS.

Enterprise Accounts

In addition to individual Free, Flex, Personal and Unlimited Accounts, WeVideo also offers special Enterprise Accounts for organizations looking to have one account that multiple users can access and use. In addition to the terms and conditions of the "General" sections below, Enterprise Accounts are also subject to the terms and conditions of the WeVideo Enterprise Agreement. (/enterprise-terms-of-use)

GENERAL TERMS

User Content

By using our Services you provide us with information, media files, video projects and final WeVideo videos ("WeVideo Videos") that you submit to and create at WeVideo (collectively your "User Content").

You retain full ownership to your User Content. We don't claim any ownership to any of it. These Terms do not grant us any rights to your User Content or intellectual property except for the limited rights that are needed to provide the Services, as explained below.

In order to provide the Service, we need your permission to host, share, distribute, display, and perform your User Content. This is called a license. By uploading User Content to the Services, you grant WeVideo this license solely as is necessary to provide the Services, including sharing your User Content with third party service providers, for example Amazon, which provides our storage space.

Except for the limited situations described in our Privacy Policy, we won't share your User Content with others unless you direct us to. How we collect and use your information generally is also explained in our Privacy Policy.

If you are using the Services on behalf of an organization (for example a school), WeVideo may include the organization's name in a list of organizations using WeVideo on the WeVideo website.

You are solely responsible for your conduct, the content of your media files and video projects, and your communications with others while using the Services. We reserve the right, but have no obligation, to review your User Content at any time to ensure it does not contain any Prohibited Content. For the purpose of these Terms, "Prohibited Content" includes any content that: (a) is obscene, patently offensive, or promotes racism, bigotry, hatred or physical harm of any kind against any group or individual; (b) harasses or advocates harassment of another person; (c) involves the transmission of "phishing" emails, "junk mail", "chain letters", or unsolicited mass mailing or "spamming"; (d) promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous; (e) promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacturer-installed copy-protect devices, or providing pirated music or links to pirated music files; (f) provides material that is sexual or violent in nature; or (g) provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses. We are not responsible for the accuracy, completeness, appropriateness, or legality of media files, WeVideo Videos, user posts, or any other information you may be able to access using the Services.

Your Responsibilities

You are responsible for safeguarding the password that you use to access the Services and you agree not to disclose your password to any third-party. You are responsible for any activity using your account, whether or not you authorized that activity. If your contact information, or other information related to your account, changes, you must notify us promptly and keep your information current. You should immediately notify WeVideo of any unauthorized use of your account.

You are required to provide an email address in order to use the Services. You may be required to verify your email address and accept to receive emails from WeVideo to use certain features of the Services.

Media files and other content in the Services may be protected by intellectual property rights of others. You are expressly prohibited from copying, uploading, downloading, or sharing files unless you have the right to do so. You, not WeVideo, will be fully responsible and liable for what you copy, share, upload, download or otherwise use while using the Services. You must not upload spyware or any other malicious software to the Service.

You, and not WeVideo, are responsible for maintaining and protecting all of your User Content. WeVideo will not be liable for any loss or corruption of your User Content, or for any costs or expenses associated with backing up or restoring any of your User Content.

By agreeing to these Terms, you are representing to us that you are over 13 or that you have parental consent as described in our Privacy policy online, which is hereby incorporated in these Terms of Use by reference. PARENTS please read our Privacy Policy to understand how you can control and limit the information your child shares.

Software and Updates

Some use of our Service requires you to download a client software package ("Software"). WeVideo hereby grants you a limited, nonexclusive, nontransferable, revocable license to use the Software, solely to access the Services. Your license to use the Software is automatically revoked if you violate these Terms in a manner that implicates our intellectual property rights. We hereby reserve all rights not expressly granted in these Terms. You must not reverse engineer or decompile the Software, nor attempt to do so, nor assist anyone else to do so. Our Services may update the Software on your device automatically when a new version is available.

Intellectual Property and Feedback

These Terms do not grant you any right, title, or interest in the Services, Software, or the content in the Services. While we appreciate it when users send us feedback, please be aware that we may use any feedback, comments, or suggestions you send us or post in forums without any obligation to you.

The Software and other technology we use to provide the Services are protected by copyright, trademark, and other laws of both the United States and foreign countries. These Terms do not grant you any rights to use the WeVideo trademarks, logos, domain names, or other brand features.

All trademarks and/or service marks displayed on the Services are the exclusive property of their respective owners, and may not be used without the owner's permission.

Acceptable Use Policy

You agree not to misuse the Services. For example, you must not attempt to use the Services to do the following things:

- probe, scan, or test the vulnerability of any system or network;
- breach or otherwise circumvent any security or authentication measures;
- access, tamper with, or use non-public areas of the Services, shared areas of the Services you have not been invited to, WeVideo (or our service providers') computer systems;
- interfere with or disrupt any user, host, or network, for example by sending a virus, overloading, flooding, spamming, or mail-bombing any part of the Services;
- plant malware or otherwise use the Services to distribute malware;
- access or search the Services by any means other than our publicly supported interfaces (for example, "scraping");
- send unsolicited communications, promotions or advertisements, or spam;
- send altered, deceptive or false source-identifying information, including "spoofing" or "phishing";
- publish any Prohibited Content;
- impersonate or misrepresent your affiliation with any person or entity; or
- violate the law in any way, or to violate the privacy of others, or to defame others.

Copyright

Notice of Copyright or Intellectual Property Infringement

WeVideo respects others' intellectual property and asks that you do too. In accordance with the Digital Millennium Copyright Act ("DMCA") of 1998, WeVideo will respond expeditiously to claims of copyright infringement committed using the Services if such claims are reported to our designated agent listed below in writing, by mail.

To be effective the notification should include:

- identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
- identification of the claimed infringing material and information reasonably sufficient to permit WeVideo to locate the material on the Services;
- information reasonably sufficient to permit WeVideo to contact you, such as an address, telephone number, and, if available, an e-mail address;
- 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;

- statement by you, made under penalty of perjury, that the above information in your notification is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and

- your physical or electronic signature.

We reserve the right to remove any User Content alleged to be infringing and to terminate repeat infringers.

You acknowledge and agree that upon receipt of any notice of claimed infringement, WeVideo may immediately remove the identified materials from the Services and may disclose the notice to the party that originally posted the materials, without liability.

Counter-Notice by Accused User

If we have taken down your materials due to suspicion of copyright infringement, you may dispute the alleged infringement by sending a written communication by mail to our designated agent below. That written communication should include the following:

- a physical or electronic signature of the user;
- 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 access to it was disabled;
- a statement under penalty of perjury that the user has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
- the user's name, address, and telephone number, and a statement that the user consents to the jurisdiction of Federal District Court for the judicial district in which such address is located, or if the user's address is outside of the United States, the Federal District Court for the Northern District of California, and that the user will accept service of process from the person who provided notification of copyright infringement or an agent of such person.

Please send all notices under the above copyright infringement policies by mail to the following individual, designated as WeVideo's agent for receipt of notifications of claimed infringement:

WeVideo, Inc.
149 Commonwealth Dr., Suite 2118
Menlo Park
CA 94025

or email: legal@wevideo.com.

Repeat Infringers

Your account will be terminated if, at WeVideo's sole discretion, you are determined to be a repeat infringer. Repeat infringers are users who have been the subject of more than one valid takedown request that has not been successfully rebutted.

Other Content

The Services may contain links to third-party websites or resources. WeVideo does not endorse and is not responsible or liable for their availability, accuracy, the related content, products, or services. You are solely responsible for your use of any such websites or resources. Also, if we provide you with any software under an open source license, there may be provisions in those licenses that expressly conflict with these Terms, in which case the open source provisions will apply.

WeVideo reserves the right to replace, remove or charge for any or all Content Materials including graphics, transitions, music, sound effects, special effects and fonts. WeVideo can do this at any time without providing prior notice to the users.

The Content Materials that WeVideo offers are licensed to WeVideo and its users by the individual artists. This content can be used in any video project without providing credit to the individual creators.

Termination

You can stop using our Services any time. We reserve the right to suspend or end the Services at any time, with or without cause, and with or without notice. For example, we may suspend or terminate your use if you are not complying with these Terms, or use the Services in any way that would cause us legal liability or disrupt others' use of the Services. If we suspend or terminate your use, we will try to let you know in advance and help you retrieve data, though there may be some cases (for example, repeatedly or flagrantly violating these Terms, a court order, or danger to other users) where we may suspend immediately.

WeVideo is Available "AS-IS"

THE SERVICES AND SOFTWARE ARE PROVIDED "AS IS", AT YOUR OWN RISK, and "AS AVAILABLE" without warranty of any kind, either express or implied, including but not limited to, fitness for a particular purpose, title, or non-infringement. Should applicable law not permit the foregoing exclusion of express or implied warranties, then WEVIDEO hereby grants the minimum express or implied warranty required by such applicable law. No advice or information, whether oral or written, obtained by you from WEVIDEO, its employees, agents, suppliers or any other persons shall create any warranty, representation or guarantee not expressly stated in this section. Additionally, WeVideo does not make any warranties that the Services will be uninterrupted, secure or error free or that your use of the Services will meet your expectations, or that the Services, or any portion thereof, is correct, accurate, or reliable. WeVideo reserves the right to change any part of the Services at anytime without notice. WeVideo has no responsibility for any harm to your computer system (including, for clarity, any mobile device based systems), loss or corruption of data, or other harm that results from your access to or use of the Services or Software.

Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL WEVIDEO, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL (INCLUDING LOSS OF USE, DATA, BUSINESS, OR PROFITS) DAMAGES, REGARDLESS OF LEGAL THEORY, WHETHER OR NOT WEVIDEO HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE. Because some states do not allow the disclaimer of implied warranties or the exclusion or limitation of certain types of damages, these provisions may not apply to you. If any portion of this limitation on liability is found to be invalid or unenforceable for any reason, then the aggregate liability of Urgency and its affiliates shall not exceed THE AMOUNTS PAID BY YOU TO WEVIDEO FOR THE PAST THREE MONTHS OF THE SERVICES IN QUESTION. The limitation of liability herein is a fundamental element of the basis of the bargain and reflects a fair allocation of risk. The site would not be provided without such limitations and you agree that the limitations and exclusions of liability, disclaimers and exclusive remedies specified herein will survive even if found to have failed in their essential purpose.

Fair Use Policy on Storage and Export Time

Some of the WeVideo subscription plans do not have set limits on storage or export time. Instead, we have a fair use policy, which limits total storage usage to a maximum of 1TB and export time to 96 hours. In addition the fair use policy assumes you are not violating our terms of service and are not intentionally abusing the service by using excessive disk storage or video creation allowance.

Modifications

We may revise these Terms from time to time and the most current version will always be posted on our website. If a revision, in our sole discretion, is material we will notify you (for example via email to the email address associated with your account). Other changes may be posted to our blog or terms page, so please check those pages regularly. By continuing to access or use the Services after revisions become effective, you agree to be bound by the revised Terms. If you do not agree to the new terms, please stop using the Services.

Miscellaneous Legal Terms

THESE TERMS AND THE USE OF THE SERVICES AND SOFTWARE WILL BE GOVERNED BY CALIFORNIA LAW EXCEPT FOR ITS CONFLICTS OF LAWS PRINCIPLES. ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES OR SOFTWARE MUST BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF SAN FRANCISCO COUNTY, CALIFORNIA, AND BOTH PARTIES CONSENT TO VENUE AND PERSONAL JURISDICTION THERE. These Terms constitute the entire and exclusive agreement between you and WeVideo with respect to the Services, and supersede and replace any other agreements, terms and conditions applicable to the Services. These Terms create no third-party beneficiary rights. WeVideo's failure to enforce a provision is not a waiver of its right to do so later. If a provision is found unenforceable the remaining provisions of the Agreement will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible. You may not assign any of your rights in these Terms, and any such attempt is void, but WeVideo may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services. WeVideo and you are not legal partners or agents; instead, our relationship is that of independent contractors. Neither WeVideo nor Customer will be liable for inadequate performance to the extent caused by a condition that was beyond the party's reasonable control (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance). There are no third-party beneficiaries to these Terms. The export and re-export of data via the Services may be controlled by the United States Export Administration Regulations. The Services may not be used in Cuba; Iran; North Korea; Sudan; or Syria or any country that is subject to an embargo by the United States and you are solely responsible for ensuring that Administrators and End Users do not use the Services in violation of any export restriction or embargo by the United States. In addition, Customer must ensure that the Services are not provided to persons on the Table of Denial Orders, the Entity List, or the List of Specially Designated Nationals.

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WeVideo Privacy Policy

For WeVideo for Education Privacy Policy, please click here (</edu-privacy>)

Last Modified: August 9, 2016

Your privacy is very important to us. This Privacy Policy explains how WeVideo, Inc., ("**we**" or "**WeVideo**") use protect, and disclose the information we collect when you use the WeVideo services (the "**Services**") through our website www.wevideo.com (<http://www.wevideo.com>) ("**Site**"), applications on Devices ("**Apps**"), through APIs, and through third parties. A "**Device**" is any computer used to access the Services, including without limitation a desktop, laptop, smartphone, tablet, or other consumer electronic device.

We reserve the right to modify this Privacy Policy effective immediately following posting of the modified version on the Site. Your use of our Services following posting will constitute your acceptance of the modified version. **IF YOU DO NOT ACCEPT THE TERMS OF THIS PRIVACY POLICY, PLEASE DO NOT USE THE SERVICES.**

THE INFORMATION WE COLLECT AND STORE

WeVideo may collect and store the following information when running our Services.

Information You Provide

Depending on how you use the Services, you may be required to provide certain personally identifiable information ("**Personal Information**"), which may include, but is not limited to, your:

- Name
- Email address
- Mailing address
- Username for social media accounts you wish to connect to your account
- Your image and likeness if you include it in any media content that you upload or include in videos that you create with our Services (these type of files are referred to as your "**User Content**")

In some of our applications, we provide the ability to use the application as a guest ("Guest User"). This option allows usage of the application without providing any personal information.

You may choose not to provide your Personal Information; however, if you do not provide your Personal Information you may not be able to use all the functions offered by the Services.

Our Services offer publicly accessible community services such as blogs, forums, and public video pages. You should be aware that any information you provide in these areas might be read, collected, and used by others who access them. Your posts may remain even after you cancel your account. For questions about your Personal Information on our Services, please contact info@wevideo.com.

Refer a Friend

When you invite others to join WeVideo or share your User Content via email, you will need to provide us with email addresses for each person that you wish to send your User Content or an invite to.

Usage Data

In addition, when you use our Services, the following types of information may all be logged automatically ("**Usage Information**"):

- Your Device's Internet Protocol ("**IP**") address,
- Type of mobile device you use,
- Operating system of your mobile device,
- Browser type,
- Non-precise geographic location (e.g. zip code and city)
- Technical information about your device, system and App software, and peripherals
- date and time stamps associated with transactions,
- system configuration information, and
- metadata concerning your User Content, and other interactions with our Services.

Cookies and Web beacons

WeVideo also uses "cookies" to collect information and improve our Services. A cookie is a small data file that we transfer to your Device. We may use "persistent cookies" to save your registration ID and login password for future logins to our Services. We may use "session ID cookies" to enable certain features of our Services, to better understand how you interact with our Services and to monitor aggregate usage and web traffic routing on our Services. You can instruct your browser, by changing its options, to stop accepting cookies or to prompt you before accepting a cookie from the websites you visit. If you do not accept cookies, however, you may not be able to use all aspects of our Services.

We also use Web beacons, also called web bugs to collect information and improve our Services. A Web beacon is typically a transparent graphic image (usually 1 pixel x 1 pixel) that is placed on a site or in an email.

We do not use cookies or Web beacons to collect Personal Information nor do we collect precise geographic location. However, some Devices automatically log location information in photos and videos recorded by that Device. If you upload any User Content from a Device that does so, you agree that we may use this information to optimize your experience. If you do not wish to share User Content embedded with your geo-location information with us, please do not upload them. If you don't want to store location data in your User Content, please consult the documentation for your Device to turn off that feature.

Analytics

WeVideo also collects some information (ourselves or using third party services) using logging and cookies, such as IP address, which can sometimes be correlated with Personal Information. We use this information for the above purposes and to monitor and analyze use of our Services, for the Service's technical administration, to increase our Service's functionality and user-friendliness, and to verify users have the authorization needed for our Services to process their requests. As of the date this policy went into effect, we use Google Analytics. The Privacy Policy of Google Analytics (<http://www.google.com/intl/en/policies/>) are available online, and information on how to opt out of that service (<https://tools.google.com/dlpage/gaoptout?hl=en>).

HOW WE USE YOUR INFORMATION

We use your information:

- to provide and improve our Services,
- to administer your use of our Services,
- to better understand your needs and interests,
- to personalize and improve your experience, and
- to provide or offer software updates and product announcements.
- to enhance current and develop new products and services

If you submit Personal Information to us, we will only use it for the purpose you requested or for which it is collected or for any purpose you subsequently authorize.

You grant WeVideo an irrevocable, perpetual, royalty-free right and license to use the anonymous information we collect in any way.

WeVideo does not access your contact information or address book within your mobile device. Nor does WeVideo have any access to any of the personal information or credit card information that you have provided to Apple or Google to register for their services.

SPECIAL CONSIDERATION FOR PAYMENT INFORMATION

If you provide credit card or debit card information to complete a purchase, it is our policy to use third-party payment processing systems that comply with the Payment Card Industry Data Security Standard (PCI-DSS), which is an industry wide security standard designed to protect the confidentiality and security of your credit card information, by encryption using secure socket layer technology (SSL) and storage with AES-256 encryption. Currently, we use Zuora, Inc., but we reserve the right to change this service provider at any time for any reason. Although no method of transmission over the Internet or electronic storage is 100% secure, we follow all PCI-DSS requirements and implement additional generally accepted industry standards. Your credit card information will also be subject to our payment processor's privacy policy in addition to ours. **PLEASE READ THE PRIVACY POLICY ON THE WEBSITE OF ANY PAYMENT PROCESSOR THAT YOU ARE DIRECTED TO REGARDING THE USE, STORAGE AND PROTECTION OF YOUR CREDIT CARD INFORMATION BEFORE SUBMITTING ANY CREDIT CARD INFORMATION.**

All information that you provide to us or our third party payment processor must be accurate, current and complete. In the event of a dispute, we may issue you with a provisional credit to your card until the dispute is resolved. If we issue a provisional credit and the dispute is resolved and the charges were correct, we shall recharge your debit or credit card to reverse this provisional credit. You expressly consent to this reversal if you falsely or incorrectly dispute a charge. If you wish to dispute a charge by mail or telephone please contact us at info@wevideo.com. If we elect at any time to charge any convenience fee for making a payment via a debit card, credit card, or electronic check, these fees will be stated at the time of payment before you finalize your charge. In the event of an unauthorized charge using a debit card or electronic check, please consult your bank's rules regarding refunds and reversals. WeVideo complies with all legal requirements of your State's applicable laws regarding providing refunds for unauthorized charges. When you make a charge, we shall display a completed charge screen. This is your electronic receipt. You should print or save this electronic receipt for your records. **YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT CARDS, DEBIT CARDS OR OTHER PAYMENT MEANS USED TO INITIATE ANY TRANSACTION.**

INFORMATION SHARING AND DISCLOSURE

Further, you agree that WeVideo may transfer the anonymous information we collect in the event of any corporate restructuring or any sale, assignment or transfer of substantially all of its rights in the Apps.

We may disclose information about you if we become subject to a subpoena or court order, or if we are otherwise legally required to disclose information. We may also use and disclose information about you to establish or exercise our legal rights, to enforce the Terms of Use, to assert and defend against legal claims, or if we believe such disclosure is necessary to investigate, prevent, or take other action regarding actual or suspected illegal or fraudulent activities or potential threats to the physical safety or well-being of any person. If we are involved in a merger, acquisition, or sale of all or a portion of our assets, your information may be transferred as part of that transaction, but we will notify you (for example, via email and/or a prominent notice on our website) of any change in control or use of your Personal Information or User Content, or if either become subject to a different Privacy Policy. We will also notify you of choices you may have regarding the information.

WeVideo will display your Personal Information in your profile page and elsewhere on our Services according to the preferences you set in your account. Any information you choose to provide should reflect how much you want others to know about you. Please consider carefully what information you disclose in your profile page and your desired level of anonymity. You can review and revise your profile information at any time. We do not sell your personal information to third parties. We may also share or disclose your information with your consent, for example if you use a third party application to access your account. Through certain features of our Services, you may also have the ability to make some of your information public. Public information may be broadly and quickly disseminated.

Service Providers, Business Partners and Others. WeVideo may use certain trusted third party companies and individuals to help us provide, analyze, and improve our Services (including but not limited to data storage, maintenance services, database management, web analytics, email communication, payment processing, and improvement of the Service's features). These third parties may have access to your information only for purposes of performing these tasks on our behalf and under obligations similar to those in this Privacy Policy. As of the date this policy went into effect, we use:

- Amazon's S3 storage service to store some of your information (for example, your User Content)
- HubSpot's marketing platform to perform personalized email communication
- Zuora's subscription platform to handle subscription management, billing and payment transactions
- Google Analytics to collect and report usage data

Third-Party Applications. WeVideo may share your Information with a third party application with your consent, for example when you choose to access our Services through such an application. We are not responsible for what those parties do with your information, so you should make sure you trust the application and that it has a privacy policy acceptable to you.

Non-private or Non-Personal Information. WeVideo may disclose your non-private, aggregated, or otherwise non-personal information, such as usage statistics of our Services. However, in such cases, your usage data is aggregated with the usage data of others and does not identify you individually.

CHANGING OR DELETING YOUR INFORMATION

If you are a registered user, you may review, update, correct or delete the Personal Information provided in your registration or account profile by changing your "account settings." If your Personal Information changes, or if you cancel your use of our Services, you may update or delete it by making the change on your account settings.

WEVIDEO ENTERPRISE ACCOUNT

If you have a WeVideo Enterprise account, your Administrator may be able to:

- access information in and about your WeVideo Enterprise account;
- disclose, restrict, or access information that you have provided or that is made available to you when using your WeVideo Enterprise account; and
- control how your WeVideo Enterprise account may be accessed or deleted.

Please refer to your organization's policies if you have questions about your Administrator's rights.

LINKED SITES

Our Services may contain links to other Web sites whose privacy practices may differ from those of WeVideo. If you submit personal Information to any of those sites, your Information is governed by their privacy statements. We encourage you to carefully read the privacy statement of any Web site you visit.

SECURITY

WeVideo takes reasonable steps to help protect Information against loss, misuse, unauthorized access or disclosure. **WeVideo expressly disclaims any representation or warranty, whether express or implied, with respect to offering any definitive promise of security in connection with The anonymous information we collect.**

OUR POLICY TOWARD CHILDREN

WeVideo is committed to protecting the privacy of students and are proud to say that our product is fully compliant with the FERPA and COPPA rules and guidelines. In compliance with the Children's Online Privacy Protection Act (COPPA) of 1998, the Services are not intended for use if you are under 13 years of age unless you have the consent of your parent or legal guardian or when available use the application as a Guest User. As a Guest User the application can be used without providing any Personal Information. Guest User mode is only available in some of the applications and is designed to allow usage of the application without providing any Personal Information. If you are not over 13 years of age and are not using the application as a Guest User, you will need to have the consent of your parent or guardian.

We may use any of the following methods to verify that you have your parents' consent:

- At registration, we will require that you provide your first name and a parent's valid email address. We will send your parent a notification email stating that you have requested to create an account on our Website and receive our e-newsletters on an ongoing basis and describing the information you provided at registration and contact information for your parent to respond and request that we stop sending you any emails, cancel your account, and/or delete, modify or edit your information. We will also use your parent's email address to let your parent know about any changes to our Privacy Policy. Your parents may at any time review, change and/or delete any information that we have collected about you by emailing support@wevideo.com.
- If your account is being created by a teacher, your teacher must first obtain your parent's consent. If your teacher creates a student account for you without your parent first signing a consent form, please inform your parent immediately so that they can instruct us to remove your information from our files.

WARNING: any personal information (e.g., name, email address, personal photographs) that you voluntarily disclose in any video may be collected and used by parties other than us and may result in unsolicited messages from other parties. If you believe that any child under the age of 13 has posted any personal information anywhere on our website, please contact us immediately at support@wevideo.com and provide as much information as you can to help us locate and delete the personal information. If you post personal information in any video, we have no control over this use of your personal information and, as such, cannot be responsible for it. We reserve the right, but not the obligation, to: (a) delete any personal information we discover or which is brought to our attention, at any time, for any reason whatsoever; (b) immediately terminate your account and/or (c) contact your parents regarding the video.

YOUR CONSENT

If you reside outside the U.S., the anonymous information we collect will be transferred to the U.S. and processed and stored there under U.S. privacy standards. By using the Services and providing Information to WeVideo, you consent to the use, transfer and processing of the anonymous information we collect as set forth in this Privacy Policy, all of which activities will take place in the U.S.

CONTACTING US

If you have any questions about this Privacy Policy, please contact us at info@wevideo.com.

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