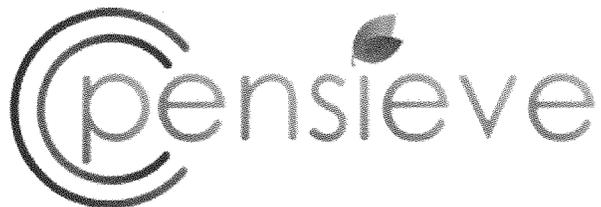


**CONTRACT NAME: AGREEMENT BETWEEN  
CCPENSIEVE.COM AND DAVIS JOINT UNIFIED SCHOOL  
DISTRICT**

**BRIEF DESCRIPTION OF CONTRACT:** CCPensieve.com is a digital notebook that will be used by North Davis Elementary School to support students and staff in goal setting. The platform will teach students how to be independent lifelong learners with a fully integrated system allowing students and teachers to enter information about reading goals and strategies, schedule conferencing and monitor progress towards goals.

The cost of this service is \$1,500 and will be paid from site discretionary funds.

[Features](#)[Support](#)[Sign Up](#)[Log In](#)

# Terms and Conditions

The following Terms and Conditions ("Terms and Conditions") shall apply to the relationship between Educational Design, LLC d/b/a CAFE Conferring Pensieve and CCPensieve.com ("CCPensieve.com") and the end user ("User"). By using CCPensieve.com's services and accessing CCPensieve.com's website ("Site"), User accepts, without limitation or qualification these Terms and Conditions and agrees to be bound by these Terms and Conditions. User can review the most current version of the Terms and Conditions at any time through [www.ccpensieve.com](http://www.ccpensieve.com).

## 1. CCPENSIEVE.COM SERVICES.

CCPensieve.com's website offers Users an electronic conferring notebook which allows Users to record and share instruction and student progress ("Services"). CCPensieve.com may add additional features to the current Services, change or eliminate features, change nomenclature, and make other changes at any time which will be subject to these Terms and Conditions.

In order to use the Services, User must obtain access to the World Wide Web, either directly or through devices that access web-based content, and pay any service fees associated with such access. In addition, User must provide all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device.

User also understands and agrees that the Services may include certain communications from CCPensieve.com, including service announcements and administrative messages, and that these communications are considered part of User's registration, and User will not be able to opt out of receiving them.

## 2. PRIVACY POLICY.

For CCPensieve.com's privacy policy, please click [here](#).

## 3. REGISTRATION OBLIGATIONS.

In consideration of User's use of the Services, User agrees to (a) provide true, accurate, current and complete information about User as prompted

by the CCPensieve.com's registration form (such information being "User Data"), and (b) maintain and promptly update User Data to keep it true, accurate, current and complete. If User provides any information that is untrue, inaccurate, not current or incomplete, or CCPensieve.com has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, CCPensieve.com has the right to suspend or terminate User's account and refuse any and all current or future use of the Services, or any portion thereof.

To use the Services, User will need to register with CCPensieve.com, obtain an account and password, and subscribe to the Services as provided in Section 4. User is solely responsible for maintaining the confidentiality of User's account and password. Furthermore, User is responsible for all activities, charges, and liabilities associated with User's account. User must immediately notify CCPensieve.com of any unauthorized use of User's account, and User is responsible for any unauthorized charges made on or through User's account until CCPensieve.com receives such notification. User may not transfer User's account to another person. In cases where User has authorized or registered another individual, including a minor, to use User's account, User is fully responsible for (i) the online conduct of such person; (ii) controlling the person's access to and use of the Services; and (iii) the consequences of any misuse. In the event that User is a minor, CCPensieve.com reserves the right to provide access to User's account to User's parents, guardian, or other authorized adult upon such adult's request.

User will receive a password and account designations upon completing the registration process and subscribing to the Services. User is responsible for maintaining the confidentiality of the password and user identification, and is fully responsible for all activities that occur under User's account. User agrees to (a) notify CCPensieve.com of any unauthorized use of User's password or user identification and any other breach of security, and (b) ensure that User exits from User's account at the end of each session. CCPensieve.com cannot and will not be responsible for any loss or damage arising from User's failure to comply with this section.

#### 4. SUBSCRIPTION.

User agrees to pay the fee for an account subscription and use of the Services, and such fee will be charged by the company designated by CCPensieve.com annually. If User is paying by credit or debit card, by designating a card to be billed, User confirms that User is authorized to make such purchase and that User is the holder of such card (i.e. that the card is issued in User's name). All prices stated on the CCPensieve.com's website are inclusive of any applicable sales taxes and fees.

User may change the price for the subscription from time to time. In respect of the subscription, such changed price will take effect after the expiry of the then current paid for period (i.e. the term that User has already paid for). Any price change will be communicated to User at least thirty (30) days in advance so that User has an opportunity to elect to not renew User's subscription. If User does not wish to be bound by such changed price relating to User's subscription, User may terminate User's subscription in accordance with Section 13. User's continued use of the Services after expiration of the thirty (30) day period following communication of the price change constitutes User's acceptance of such new price.

## 5. USER CONTENT.

Any content that User uploads, inputs, or otherwise makes available ("User Content") into CCPensieve.com is and remains User's sole property or the property of User's licensors. By uploading or otherwise making available any User Content, User automatically grants and/or warrants that the owner has granted CCPensieve.com, the perpetual royalty-free, non-exclusive right and license to use, reproduce, modify, publish, distribute, perform, display, and transmit the User Content, subject to CCPensieve.com's obligations under its Privacy Policy.

User acknowledges and agrees that the Services are provided "AS IS," that the uploading or inputting of User Content on CCPensieve.com's website is at User's risk, that User Content may be deleted, damaged, corrupted, or destroyed at no fault of CCPensieve.com, and that User is responsible to periodically backing-up and/or downloading any and all User Content uploaded or inputted on CCPensieve.com's website. CCPensieve.com assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any User communications or personalizations.

## 6. CONDUCT.

User may only access the CCPensieve.com's websites and use the Services for lawful purposes. User is solely responsible for the knowledge of and adherence to any and all laws, rules, and regulations pertaining to User's use of the Services. User agrees that User will not: (i) use the Services to commit a criminal offense or to encourage conduct that would constitute a criminal offense or give rise to a civil liability, or otherwise violate any local, state, Federal, or international law or regulation, including, but not limited to, export control laws and regulations governing the transmission or retransmission of technical data from the United States; (ii) upload, post, e-mail, or otherwise transmit any unlawful, threatening, libelous, harassing, defamatory, vulgar, obscene, pornographic, profane, invasive of another's privacy, hateful, or ethnically, racially poor otherwise objectionable User

Content; (iii) upload, post, e-mail, or otherwise transmit any User Content that User does not have a right to transmit; (iv) upload, post, e-mail, or otherwise transmit any User Content that infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any party; (v) alter, damage, or delete any Content or other communications that are not User's own or to otherwise interfere with the ability of others to access or use the Services; (vi) disrupt the normal flow of communication or otherwise act in a manner that negatively affects other users' ability to engage in real-time exchanges; (vii) claim a relationship with or to speak for any individual, business, association, institution, or other organization for which User is not authorized to claim such a relationship; (viii) upload, post, e-mail, or otherwise transmit any unsolicited advertising, promotional materials, or other forms of solicitation to other users including, without limitation, "junk mail," "spam," "chain letters," or "pyramid schemes"; (ix) interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies, or regulations of networks connected to the Services; (x) collect or store personal data about other users; (xi) reproduce, duplicate, copy, use, distribute, sell, resell, or otherwise exploit for any commercial purposes, any portion of CCPensieve.com or the Services; (xii) harm minors in any way; (xiii) stalk or otherwise harass another; or (xiv) collect or store personal information about other users without their permission.

## 7. DISCLAIMER OF WARRANTY.

CCPENSIEVE.COM IS NOT RESPONSIBLE FOR ANY INFORMATION OR CONTENT CONTAINED ON ITS WEBSITE AND MAKES NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE INFORMATION FOR ANY PURPOSE OR AUDIENCE OR ABOUT ITS LEGITIMACY, LEGALITY, VALIDITY, ACCURACY, CORRECTNESS, RELIABILITY, QUALITY, STABILITY, COMPLETENESS, OR CURRENTNESS.

USER AGREES THAT USER'S ACCESS TO THE CCPENSIEVE.COM WEBSITE, AND USER'S USE OF THE SERVICES IS AT USER'S OWN RISK. NEITHER CCPENSIEVE.COM, NOR ITS MEMBERS, MANAGERS, EMPLOYEES, AFFILIATES, OR AGENTS WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR AS TO THE ACCURACY, RELIABILITY, SUITABILITY OR CONTENT OF THE SERVICES.

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NOTHING IN THESE TERMS AND CONDITIONS SHALL AFFECT THE STATUTORY RIGHTS OF ANY CONSUMER OR EXCLUDE OR RESTRICT ANY LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM THE NEGLIGENCE OR FRAUD OF CCPENSIEVE.COM.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, CCPENSIEVE.COM'S LIABILITY TO USER FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID BY USER TO CCPENSIEVE.COM FOR USER'S SUBSCRIPTION FOR THE SERVICES.

## 8. INDEMNIFICATION.

User agrees to indemnify and hold CCPensieve.com, and its members, managers, employees, affiliates, and agents harmless from any claim or demand, including reasonable attorney's fees, made by any third party due to or arising out of User Content submitted, posted to, emailed, or otherwise transmitted by User through the Services, User's use of the Services, User's connection to the Services, or User's breach of the Terms and Conditions.

## 9. TRADEMARK NOTICE.

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## 10. DESIGNATED AGENT.

The Digital Millennium Copyright Act, signed into law on October 28, 1998, amended the copyright law to provide limitations for service provider liability relating to material online. In compliance with such Act, CCPensieve.com has registered a Designated Agent with the United States Copyright Office to receive notice of alleged copyright infringements contained on the CCPensieve.com Services. All inquiries into alleged copyright infringement on the CCPensieve.com Services should be sent to CCPensieve.com, c/o Dean A. McSweeney, Business Manager, Educational Design, LLC, 5610 Orca Drive NE, Tacoma, WA 98422.

## 11. LOCAL LAWS; EXPORT CONTROL.

CCPensieve.com controls and operates CCPensieve.com's website from its headquarters in the United States and makes no representation that the Content is appropriate or available for use in other locations. If User uses CCPensieve.com's website from other locations, User is responsible for compliance with applicable local laws, including, but not limited to, export and import regulations of other countries. Unless otherwise explicitly stated, all marketing or promotional materials found on CCPensieve.com's website are solely directed to individuals, companies, or other entities located in the United States.

## 12. MODIFICATIONS TO THE SERVICE.

CCPensieve.com reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the CCPensieve.com website or the Services (or any part thereof) with or without notice. User agrees that CCPensieve.com will not be liable to User or to any third party for any modification, suspension, or discontinuance of the Services.

## 13. TERM AND TERMINATION.

This Agreement will become effective in relation to User when User creates an account and subscribes to CCPensieve.com's website to use the Services and will remain effective until terminated by User. User may terminate User's subscription and access to the Services at any time, however, CCPensieve.com will not refund any portion of any subscription fees User has already paid. The Terms and Conditions will continue to apply to all past use of the Services by User, even if User is no longer using them. User acknowledges and agrees that CCPensieve.com and its affiliates may terminate or block User's use of all or part of the Services and CCPensieve.com website, without prior notice for any reason, including, without limitation, if CCPensieve.com believes User has engaged in conduct prohibited by this Terms and Conditions. If CCPensieve.com terminates these Terms and Conditions with respect to User or suspends User's

account for User's violation of these Terms and Conditions, CCPensieve.com will not refund any amounts that User has previously paid. User agrees that upon termination or discontinuance for any reason, CCPensieve.com may delete all information related to User on the Services and may bar User's access to the CCPensieve.com website and use of the Services.

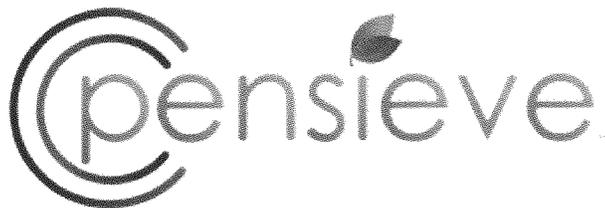
#### 14. GENERAL.

By accessing the CCPensieve.com websites, User agrees to the above stated Terms and Conditions. This Agreement is entered into in the State of Washington and shall be construed in accordance with the laws of the State of Washington, exclusive of its choice of law rules. Each party to this Terms and Conditions submits to the exclusive jurisdiction of the state and federal courts having jurisdiction in Pierce County, Washington, and waives any jurisdictional, venue, or inconvenient forum objections to such courts. In any action to enforce this Terms and Conditions, the prevailing party will be entitled to costs and attorney fees. In the event that any provisions of this Terms and Conditions are held to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Terms and Conditions shall otherwise remain in full force and effect. This Terms and Conditions and any posted guidelines or rules applicable to certain services within CCPensieve.com constitutes the entire understanding between the parties pertaining to the subject matter hereof, and any prior written or oral agreements between the parties are expressly canceled. Please report any violations of the Terms and Conditions to [info@ccpensieve.com](mailto:info@ccpensieve.com).

**We feel certain the CCPensieve will provide you with the tools to enhance your conferring, small group instruction and opportunity for curricular coherence. If for any reason you are not satisfied with your membership to the CCPensieve, please contact us within 30 days of member activation for a full refund.**

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# Privacy Policy

This Privacy Policy describes how Educational Design, LLC d/b/a CAFE Conferring Pensieve and CCPensieve.com ("CCPensieve.com") collects and uses the personal information end user ("User") provides on CCPensieve.com's website.

## 1. COLLECTION AND USE OF PERSONAL INFORMATION.

CCPensieve.com collects the following personal information from User: (i) contact information such as name, email address, mailing address, phone number; (ii) billing information such as credit card number, and billing address; (iii) unique identifiers such as user name, account number, password; (iv) preferences information such as purchase history and marketing preferences; (v) demographic information such as age, education, gender, interests and zip code; and (vi) technological information such as IP address, browser type, referring/exit pages, and operating system.

CCPensieve.com uses this information to (i) fulfill orders by User; (ii) send User an order confirmation; (iii) assess the needs of User's business to determine suitable products; (iv) send User requested product or service information; (v) send product and pricing updates, warranty information, or changes to CCPensieve.com's Terms and Conditions; (vi) respond to customer service requests; (vii) administer User's account; (viii) send User a newsletter; (ix) send User marketing communications; (x) respond to User's questions and concerns; (xi) improve CCPensieve.com's website and marketing efforts; (xii) conduct research and analysis; (xiii) display content based upon User's interests; and (xiv) facilitate User's transactions with other users.

## 2. INFORMATION SHARING.

CCPensieve.com may share User's personal information with third parties only in the ways that are described in this privacy statement. CCPensieve.com does not sell User's personal information to third parties. CCPensieve.com may provide User's personal information to companies that provide services to help CCPensieve.com's with its business activities

such as merchant services, payment processing, shipping, or customer service. These companies are authorized to use User's personal information only as necessary to render these services. Specifically, CCPensieve.com utilizes Cybersource Corporation for payment management and PowerPay, LLC for payment collection. Cybersource Corporation's privacy policy can be accessed by clicking [here](#). PowerPay, LLC's privacy policy can be accessed by clicking [here](#).

CCPensieve.com may also disclose User's personal information (i) as required by law such as to comply with a subpoena, or similar legal process; (ii) when CCPensieve.com believes in good faith that disclosure is necessary to protect CCPensieve.com's rights, protect User's safety, or the safety of others; (iii) investigate fraud, or respond to a government request; (iv) if CCPensieve.com is involved in a merger, acquisition, or sale of all or a portion of its assets, User will be notified via email and/or a prominent notice on CCPensieve.com's website of any change in ownership or uses of User's personal information, as well as any choices User may have regarding User's personal information; and (v) to any other third party with User's prior consent to do so.

### 3. FERPA DISCLOSURE.

CCPensieve.com maintains the privacy and security of all student education records and any disclosure of student education records shall be made only if permitted under the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232(g), and 34 C.F.R. Part 99, or as any applicable federal or state law.

### 4. COOKIES AND OTHER TRACKING TECHNOLOGIES.

CCPensieve.com does not use cookies on this site. CCPensieve.com uses a third party to gather information about how users use CCPensieve.com's website. For example, CCPensieve.com will know how many users access a specific page and which links they clicked on. CCPensieve.com uses this aggregated information to understand and optimize how CCPensieve.com's website is used.

### 5. RELEASE.

User agrees to release and hold CCPensieve.com, and its members, managers, employees, affiliates, and agents harmless from any claim or demand, including reasonable attorney's fees, arising out of any unauthorized release, dissemination, access, harm to, or destruction of User's personal information, except if such unauthorized release, dissemination, access, harm to, or destruction results solely from the gross negligence or intentional conduct of CCPensieve.com.

## 6. NOTIFICATION OF PRIVACY POLICY CHANGES.

CCPensieve.com may update this privacy statement to reflect changes to CCPensieve.com's information practices. If CCPensieve.com makes any material changes CCPensieve.com will notify User prior to the change becoming effective. CCPensieve.com encourages User to periodically review this Privacy Policy for the latest information on CCPensieve.com's privacy practices.

If User has any questions about security on CCPensieve.com's website, User can contact CCPensieve.com at [info@ccpensieve.com](mailto:info@ccpensieve.com).

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Davis Joint Unified School District

CCPenseive

Terms of Service

## Jurisdiction, Venue, & Interpretation

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

Accepted as addendum to Terms and Conditions

TITLE By: GM, CDO

BY Title: Jim Meadows

Date: 6/1/17