

**CONTRACT NAME: AGREEMENT BETWEEN MYSTERY SCIENCE, INC., AND DAVIS JOINT UNIFIED SCHOOL DISTRICT**

**BRIEF DESCRIPTION OF CONTRACT:** This licensing agreement is between Mystery Science, Inc., and DJUSD for software to be used at Korematsu Elementary School. The software platform provides teachers with online science lessons that align with the Next Generation Science Standards (NGSS). These lessons include stories, videos, discussion points and hands-on activities.

**FISCAL IMPACT:** This purchase is funded donations and by the Korematsu PTO.

**QUOTE #16625**

**MYSTERY**  
science

**Issued:** December 11, 2017

**Expires:** December 31, 2017

**▲ Important Message for purchaser**

**Before sending us your PO, visit your online quote here:**

<https://mysteryscience.com/order/371ba7>

**Then click “Submit Purchase Order” or “Pay by Credit Card”**

**VENDOR**

Mystery Science Inc.  
340 S. Lemon Ave  
Suite #5236 N, Area 16625  
Walnut, CA 91789  
Fax: follow instructions above for fax #

**CLASSROOM**

Mary Greaves (mgreaves@djud.net)  
Fred Korematsu Elementary School  
3100 Loyola Dr  
Davis, California

<b>Description</b>	<b>Quantity</b>	<b>Unit price</b>	<b>Amount</b>
Classroom Membership for 2017-2018 with 50% discount Membership active immediately and extends through Jun 30, 2018.	1	\$299.00	\$299.00
One-time discount	1	(\$150.00)	(\$150.00)
		<b>Total</b>	<b>\$149.00</b>

**To download our W-9, visit:**

<http://mysteryscience.com/w9>

# Privacy Policy

Effective: May 20, 2014

This Privacy Policy explains how information is collected, used and disclosed by Mystery Science, Inc. with respect to your access and use of our services. This Privacy Policy doesn't apply to any websites, services or applications operated or provided by other companies that can be accessed through our services.

Any information that is collected is subject to the Privacy Policy in effect at the time such information is collected. We may, however, modify and revise our Privacy Policy from time-to-time. If we make any material changes to this policy, we will notify you of those changes by posting them on our website, through our services or by sending you an email or other notification, and we will indicate when those changes will become effective. By continuing to access or use our services after those changes become effective, you are agreeing to be bound by the revised policy.

## Information You Provide

We will collect personal information from you (like your name and email address) when you register for an account. If you create an account using your login from another online account (like Facebook), we will access and collect the information about you that you choose to share (which is based on the permissions you give) when you create your account with us.

Note regarding children: We do not knowingly collect personal information from children. If you are under 13, you may only use the Service with the involvement of your parent or legal guardian and using their account. If we learn that we have collected personal information of a child under 13, we will take steps to delete such information from our files as soon as possible.

Note regarding international users: Information that is provided to us will be transferred to and maintained on computers located in the United States (or any other country where we operate) and processed there – by providing us with your information, you are acknowledging and agreeing to that transfer.

## Information We Collect

We collect certain information that your web browser sends when you visit our website, like the Internet Protocol (IP) address, browser, pages viewed, and other such information about your use of our services. We use "cookies" – small data files – to collect this information, which allows us to identify your browser and to improve your use of our services. You can set your web browser to refuse these cookies, however, some features of our services may not function properly if the ability to accept cookies is disabled.

## Information Collected by Others

We may enable other companies to collect usage analytics about our services. These companies may place their own cookies on your device to collect traffic and activity data in order to deliver us relevant metrics and information. We do not share any personal information of our users with these companies, but we may share anonymous or aggregated information about our users with them to help improve our services. The collection of this data by these companies is subject to their own privacy policy. For more information visit: [Google Analytics](#).

## How We Use the Information We Collect

We use the information we collect to provide our services (or the information you request), to process and complete any transactions, to respond to inquiries, to personalize and improve our services and your experiences when you use our services, to monitor and analyze usage and trends of our services, to send you messages regarding the operation and use of our services, and for any other purpose for which the information was collected.

## Information We Share With Others

We will share information about you when you instruct us to do so, such as if we notify you that the information you provide will be shared in a particular manner and you provide such information.

We will share information about you if we are (or if we believe we are) required by law or legal process (such as a subpoena, warrant or court order), if we have to respond to a lawful request from legal authorities to disclose such information, or if we need to enforce or apply this Privacy Policy or our other terms and policies.

Your information may be accessed and used by our service providers who are working with us in connection with the operation of our services (these service providers may have access to your information but only to the extent necessary to perform services on our behalf and are obligated not to disclose that information or use it for any other purposes).

We may share information about you in anonymous and/or aggregated form (that doesn't identify someone individually) with other companies for usage analytics (to help us better understand who is using our services and how), to improve the relevancy of the content you see on our services (to tailor it to your interests) and for industry analysis, demographic profiling, research, and other similar purposes. We may also transfer and/or provide information about our users in connection with an acquisition, sale of company assets, or other situation where user information would be transferred as one of our business assets.

### **How to Access Your Information**

You can access and modify the information you provided us through your account. If you completely delete all such information, then your account will become deactivated and you will no longer be able to access our services through your account. If you would like us to delete personal information about you from our system, please contact us with a request that we delete your personal information from our database. We will use reasonable efforts to honor your request; however, we may retain an archived copy of your information as required by law and/or for record keeping purposes.

### **Security Measures We Take To Protect Your Information**

We employ administrative, physical and electronic measures designed to protect your information from unauthorized access, however, despite these efforts, no security measures are perfect or impenetrable and no method of data transmission can be guaranteed against any interception or other type of misuse. In the event that your personal information is compromised as a result of a breach of our security measures, we will promptly notify you if your personal information has been compromised, as required by applicable law.

### **Contacting Us**

If you have any questions about our Privacy Policy, please **contact us**.

# Terms of Service

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By accessing or using the applications and services owned or operated by Mystery Science, Inc., whether through our software app(s) or website (our "Services"), you are accepting and agreeing to be bound by the terms and conditions set forth below (these "Terms").

Certain features of our Services may be subject to additional guidelines, terms, or rules, which will be posted with those features. We reserve the right, at any time, to modify, suspend, or discontinue our Services (or any portions of them). You agree that we will not be liable to you or to any third party for any modification, suspension, or discontinuance of our Services (or any portions of them).

## Creating an Account

In most cases, our Services may only be used if you have an account with us. By creating an account, you represent that (a) all required information you provide is truthful and accurate; (b) you are of legal age to agree to these Terms; and (c) your use of our Services does not violate any applicable law or regulation or these Terms. When you create an account, you will be asked to choose a user name and a password for your account or you can use your Facebook account (or other online account we support). You may not use a user name or user profile that is used by someone else or that violates these Terms. We reserve the right to reclaim any user name that violates these Terms.

**Student Access.** Our Service is intended for use primarily by teachers, parents, and other educational service providers. Students (anyone under 13 and/or not of the age of majority) may access and use our Service only with the involvement of their parent or legal guardian, using their parent's account

**Privacy.** Please refer to our [Privacy Policy](#) for information on how we collect, use and disclose information about users of our Services

**Your Account is Your Responsibility.** You are responsible for maintaining the confidentiality of your password and for any and all use of your account. You should notify us immediately if you suspect any unauthorized use of your account or access to your password. You may not (a) use the account of any other user; (b) allow someone else to use or share your account (except as permitted above); or (c) sell, lend, or transfer your account, temporarily or permanently, with someone else. If you violate these Terms, we reserve the right to issue you a warning, suspend or even terminate your account (along with your ability to access and use the Services)

## Using Our Services

As long as you comply with these Terms, you may use our Services for educational and non-commercial purposes.

**Fees.** We charge fees for the use of certain products or services, and for access and use of certain content and features on our Service, which are described in the Service. These fees can change at any time. By selecting these products, services and/or features, you are agreeing to pay the applicable fees assessed to your account and we will charge your payment account or credit card for such purchases. Where we offer a month-by-month subscription-based service, we will charge your account at the beginning of the term and at the beginning of each renewal term thereafter until you cancel. You must cancel your subscription before it renews to avoid the billing of the next term's fees to your account. You will not receive a refund for any partial-term cancellation

**Links to Other Sites.** Our Services may contain links to content or services provided by other companies ("Third Party Links"). These Third Party Links are not under our control, and we are not responsible for their content, services, performance, operation, availability, business practices or policies. We are providing these Third Party Links to you as a convenience but we do not imply any endorsement or recommendation of their content or services, or of any association of

us with them. If you access any of these Third Party Links, you do this at your own risk and any charges or obligations you incur in your dealings with these companies, are your responsibility. The websites available through the Third Party Links are subject to their own terms and policies, including privacy and data gathering practices

### Acceptable Use and Conduct

You are responsible for your conduct when using our Services and you agree that you will use our Services in compliance with all applicable laws and regulations.

**Prohibited Conduct.** You agree that you will not initiate, engage in, or encourage any Prohibited Conduct in connection with your use of our Services. "Prohibited Conduct" includes doing things like: attempting to and/or interfering or disrupting any computer or network used to provide or support the Services; restricting or inhibiting any other user from using and enjoying the Services; promoting, encouraging, advocating, or providing information about illegal activities; harassing, bullying or threatening other users; impersonating another person or representing yourself as affiliated with us, our staff or our partners; soliciting passwords, account information or other personal information from other users; conducting commercial activities and/or promotions or advertisements (unless approved by us in writing); loaning your account or making it available to others; using the Services for fraudulent purposes or that violates any applicable laws and regulations; or otherwise creating liability for us.

**Prohibited Content.** You agree that you will not post, exchange, make available, provide, or process any Prohibited Content. "Prohibited Content" includes content that: is offensive or promotes racism, bigotry, hatred or physical harm of any kind against any group or individual; bullies, defames, harasses or advocates stalking of, or intimidates another person; involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, or "spamming;" is false or misleading or promotes, endorses or furthers illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous; infringes another person's content or rights without a license to do so; promotes, copies, performs or distributes an illegal or unauthorized copy of another person's work, whether it is protected or not, such as, presenting the work of a third party as your own (plagiarism); contains viruses, malware, or similar destructive software; or otherwise violates these Terms or creates liability for us.

**Enforcement by Us.** We have the right (but not the obligation) to review and delete (or modify) any content you post on our Services for any reason, including if we believe, in our sole judgment, that such content violates these Terms or is Prohibited Content, or that we believe constitutes or promotes Prohibited Conduct or otherwise threatens the safety of, or harms any other person, or creates liability for us or any other person. We reserve the right (but have no obligation) to investigate and take appropriate action, including removing content from our Services (or modifying it), suspending or terminating your account and/or suspending or terminating the provision of our Services to you, and/or reporting you to law enforcement authorities, if you violate any provision of these Terms. In order to cooperate with governmental requests, subpoenas or court orders, to protect our systems, service providers, partners, and other users, or to ensure the integrity and operation of our business and systems, we may access and disclose any information or content we consider necessary or appropriate, including your account information (i.e. name, e-mail address, etc.), IP address and traffic information, usage history, your content, and your conduct

### Ownership

You acknowledge that all intellectual property rights in our Services, including the underlying software and technology and the information and content available on our Services are owned by us and our suppliers (including other users), are protected by copyright laws throughout the world. You may not download, copy, reproduce, publish, modify, create derivative works of, reverse engineer, disassemble, decompile, adapt, distribute, transfer, or exploit the Services or any content therein, in whole or in part without our prior written authorization. We and our suppliers reserve all rights not granted in these Terms. If you provide any suggestions, ideas, feedback, or recommendations to us regarding our Services or any content in the Services ("Feedback"), you give us a worldwide, perpetual, irrevocable, fully-paid and royalty-free license to use and exploit that Feedback for any purpose and without any further obligation to you.

### Termination

You can terminate your account at any time by deactivating your account or by providing notice of termination to us. We reserve the right to terminate or suspend your account or your access to any or all portions of the Services at any time, for any reason, including your violation or breach of any provision in these Terms. Upon termination, all rights and licenses granted to you in these Terms immediately end. If your account or access to our Services is terminated or suspended because you violated these Terms, you will not be entitled to any refund of any fees nor will any fees be credited or reimbursed to you in any form and you will have no further right to access any of the foregoing or your account.

#### **Use of the Services is at Your Own Risk**

By using the Services, you may be exposed to information or content that might be inaccurate, incomplete, unreliable, controversial, or considered by some to be objectionable. You agree that we will not be liable in any way for any such content, such as for errors or omissions in that content, or any losses or damages incurred as a result of the use or reliance of any information or content available via the Services. The Services are provided to you "AS IS" and on an "AS AVAILABLE" basis. WE EXPLICITLY DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. We make no warranty that the Services will meet all of your requirements or will be available on an uninterrupted, completely secure, or error-free basis.

#### **Limitation of Liability**

WHEN PERMITTED BY LAW, WE WILL NOT BE RESPONSIBLE FOR ANY LOST PROFITS, REVENUES, OR DATA, FINANCIAL LOSSES OR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES. TO THE EXTENT PERMITTED BY LAW, OUR TOTAL LIABILITY FOR ANY CLAIM UNDER THESE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US TO USE THE SERVICES. IN ALL CASES, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

#### **Exclusions**

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

#### **General Provisions**

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promotes racism, bigotry, hatred or physical harm of any kind against any group or individual; bullies, defames, harasses or advocates stalking of, or intimidates another person; involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, or "spamming;" is false or misleading or promotes, endorses or furthers illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous; infringes another person's content or rights without a license to do so; promotes, copies, performs or distributes an illegal or unauthorized copy of another person's work, whether it is protected or not, such as, presenting the work of a third party as your own (plagiarism); contains viruses, malware, or similar destructive software; or otherwise violates these Terms or creates liability for us.

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## Ownership

You acknowledge that all intellectual property rights in our Services, including the underlying software and technology and the information and content available on our Services are owned by us and our suppliers (including other users), are protected by copyright laws throughout the world. You may not download, copy, reproduce, publish, modify, create derivative works of, reverse engineer, disassemble, decompile, adapt, distribute, transfer, or exploit the Services or any content therein, in whole or in part without our prior written authorization. We and our suppliers reserve all rights not granted in these Terms. If you provide any suggestions, ideas, feedback, or recommendations to us regarding our Services or any content in the Services ("Feedback"), you give us a worldwide, perpetual, irrevocable, fully-paid and royalty-free license to use and exploit that Feedback for any purpose and without any further obligation to you.

## Termination

You can terminate your account at any time by deactivating your account or by providing notice of termination to us. We reserve the right to terminate or suspend your account or your access to any or all portions of the Services at any time, for any reason, including your violation or breach of any

provision in these Terms. Upon termination, all rights and licenses granted to you in these Terms immediately end. If your account or access to our Services is terminated or suspended because you violated these Terms, you will not be entitled to any refund of any fees nor will any fees be credited or reimbursed to you in any form and you will have no further right to access any of the foregoing or your account.

### **Use of the Services is at Your Own Risk**

By using the Services, you may be exposed to information or content that might be inaccurate, incomplete, unreliable, controversial, or considered by some to be objectionable. You agree that we will not be liable in any way for any such content, such as for errors or omissions in that content, or any losses or damages incurred as a result of the use or reliance of any information or content available via the Services. The Services are provided to you "AS IS" and on an "AS AVAILABLE" basis. WE EXPLICITLY DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. We make no warranty that the Services will meet all of your requirements or will be available on an uninterrupted, completely secure, or error-free basis.

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WHEN PERMITTED BY LAW, WE WILL NOT BE RESPONSIBLE FOR ANY LOST PROFITS, REVENUES, OR DATA, FINANCIAL LOSSES OR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES. TO THE EXTENT PERMITTED BY LAW, OUR TOTAL LIABILITY FOR ANY CLAIM UNDER THESE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US TO USE THE SERVICES. IN ALL CASES, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

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law rules or principles. By using our Services you consent to personal jurisdiction and venue in the state and federal courts for San Francisco County, California for any lawsuit filed there against you by us arising from or relating to these Terms or our Services. If any part of these Terms is determined to be invalid or unenforceable by a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the remaining provisions of these Terms will remain in full force and effect.

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