

Terms of Use: Agreement between User and Core Knowledge Foundation (“CKF”)

CKF’s collection of web pages and curriculum planning software (collectively, the “Core Knowledge Domain Planner”) is offered to the user (“you”) conditioned on your acceptance, without modification, of the terms, conditions, and notices contained herein (collectively, the “Terms of Use”) and all other operating rules, policies, and procedures that may be published on this site by CKF. CKF may update these conditions from time to time without notice. Your use of the Core Knowledge Domain Planner constitutes your agreement to all the Terms of Use.

CKF may revise these Terms of Use for its Core Knowledge Domain Planner at any time without notice. By using the Core Knowledge Domain Planner after any such revision, you are agreeing to be bound by the most current version of these Terms of Use.

Please read the Terms of Use carefully before using the Core Knowledge Domain Planner.

User Accounts, Passwords, and Security

When your school (“the School”) initiates a new account (“School Account”), the School Account shall be accessible only to users who have been invited by the initial school user. The School Account will be hosted in a partitioned area of the Core Knowledge Domain server, to maintain confidentiality.

When you use the Core Knowledge Domain Planner, you agree to be: (a) responsible for maintaining the confidentiality of your account and password, and for restricting access to your computer, and (b) responsible for all activities that occur under your account and any other actions taken in connection with the account. CKF shall not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with, your failure to comply with this.

When you visit the Core Knowledge Domain Planner, submit feedback, or send an email to us, you are communicating with us electronically. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

The Core Knowledge Domain Planner shall go through a daily back-up to aid in recovering files lost on an as-needed basis.

Fees and Payments

The product and services (“Pay Service”) made available on the Core Knowledge Domain Planner may be offered by CKF on a payment basis. Pay Services may be offered by CKF on a prepaid, annual subscription (“Subscription”) basis. Pay Services will apply with regard to a combination of the creation of the School Account and number of users, as determined by CKF and agreed to by the School. The School will be required to register for the Core Knowledge Domain Planner through an initial user, and the School will be assigned an account for such Pay Service (the “Pay Service Account”). The School agrees to pay all the fees applicable for such Pay Service incurred through the Pay Service Account, including any fees associated with the use of such Pay Service together with all applicable taxes (the “Fees”). Unless otherwise indicated on the relevant CKF invoice, the Fees for a Pay Service purchased through your Pay Service Account are chargeable immediately (and at the beginning of each renewal period for periodic Subscription Pay Services). All fees are non-refundable. Upon advance notice to you, CKF

reserves the right to change the amount of, or basis for determining, any Fees for a Pay Service, and to institute new Fees. CKF reserves the right to suspend or terminate your Pay Service Account and your use of the Core Knowledge Domain Planner at any time upon non-payment of fees, including without limitation, where CKF has determined, in its sole discretion, that your use of the Pay Service is, or was, in breach of these Terms of Use. Any such termination by CKF shall be in addition to and without prejudice to such rights and remedies as may be available to CKF, including injunction and other equitable remedies.

General Practices Regarding Use and Storage

You acknowledge that CKF may establish general practices and limits concerning use of the Core Knowledge Domain Planner, including, without limitation, posted content that will be retained by the Core Knowledge Domain Planner, the maximum disk space that will be allotted on the Core Knowledge Domain Planner servers on your behalf, and the maximum number of users per School.

Replacement, Modification, and/or Upgrades

In an effort to improve quality, reliability, performance, and features, CKF may make changes to the Core Knowledge Domain Planner throughout the duration of the Subscription. CKF reserves the right to modify the Core Knowledge Domain Planner without notice. CKF shall not be liable for any modification, suspension, or discontinuance of the Core Knowledge Domain Planner and its associated services.. CKF will make the final decision as to any and all changes made to the Core Knowledge Domain Planner.

Copyrights and Trademarks

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CKF has not reviewed, and cannot review, all of the material posted to the School Account, and cannot therefore be responsible for such material's content, use, or effects. By operating the Core Knowledge Domain Planner, CKF does not represent or imply that it endorses the material there posted, or that it believes such material to be accurate, useful, or non-harmful. You are responsible for ensuring that material posted does not violate the privacy or publicity rights, or infringes the intellectual property or other proprietary rights, of third parties, or the downloading, copying, or use of which is subject to additional terms and conditions, stated and unstated. CKF disclaims any responsibility for content posted by users which may be in violation of copyright laws. CKF respects the intellectual property of others, and asks you to do the same.

Disclaimer of Warranties

The Core Knowledge Domain Planner and the materials, information, services, and products provided therein, including, without limitation, text, graphics, codes, and links, are provided “as is” and without warranties of any kind whether express or implied. To the fullest extent permissible pursuant to applicable law, CKF disclaims all warranties, expressed or implied, including, but not limited to, implied warranties or merchantability and fitness for a particular purpose, non-infringement of intellectual property or other rights, freedom from computer virus, and warranties arising from or dealing with performance of the Core Knowledge Domain Planner. CKF does not represent or warrant that the functions contained in the Core Knowledge Domain Planner will be uninterrupted or error-free, that defects will be corrected, or that the Core Knowledge Domain Planner or the server that makes the Core Knowledge Domain Planner available are free of viruses or other harmful components. CKF does not make any warranties or representations regarding the use of the materials in the Core Knowledge Domain Planner or their completeness, correctness, accuracy, adequacy, usefulness, timeliness, reliability, or otherwise.

Limitation of Liabilities

You expressly understand and agree that in no event shall CKF be liable for any damages whatsoever, including any direct, indirect, incidental, consequential, special, or exemplary damages, and any damages for loss of profits, savings, goodwill, or other intangible losses, regardless of whether CKF had been advised or could have foreseen the possibility of such damages, arising out of or in connection with: (a) the use, inability to use or performance of any of the services of the schoolwork site website, or (b) any unauthorized access to or modification of any of your content or transmissions, or (c) any other matter relating to the schoolwork site websites or any of the services.

You expressly acknowledge that CKF has entered into this agreement, and has and will make the Core Knowledge Domain Planner available to you in reliance upon the limitations and exclusion of liability and the disclaimers set forth herein, and that the same form an essential basis of the bargain between you and CKF. You expressly agree that the limitations and exclusions of liability and the disclaimers set forth herein will survive, and continue to apply in the case of, a fundamental breach or breaches, the failure of essential purpose of contract, the failure of any exclusive remedy or the termination of this agreement.

Errors & Omissions

You expressly acknowledge that CKF has created the content of the Core Knowledge Domain Planner to the best of its abilities, though there may be errors, including but not limited to, errors in transcriptions, alignments, and timing. You acknowledge that these errors may exist and, though you are encouraged to inform CKF of any such noticeable errors, you acknowledge that CKF has the discretion to make or not make changes accordingly.

Indemnification

You agree to defend, indemnify, and hold harmless CKF, its affiliates and licensors, and each of their respective officers, directors, employees, and agents, including all third parties mentioned on the Core Knowledge Domain Planner, from and against any and all claims, actions, or demands, including without limitation reasonable legal and accounting fees, resulting from or related to: (a) your breach of any of the Terms of Use; (b) your access to or use of the Core Knowledge Domain Planner; or (c) your use or reliance on, or publication, communication, or distribution or anything on or from the Core Knowledge Domain Planner. You shall use your best efforts to cooperate with us in the defense of any claim. We

reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

Termination

You acknowledge and agree that CKF in its sole and absolute discretion, may, without notice to you, suspend or terminate your School Account or your use of, or access to, the Core Knowledge Domain Planner, and may remove and discard any content created with the Core Knowledge Domain Planner resources, for any reason, including, without limitation, for lack of use, for non-payment for services, or if CKF believes your School or any user therein to be in violation of these Terms of Use. You further agree that CKF shall not be liable to you or to any other person as a result of any such suspension or termination. If you are dissatisfied with any terms, conditions, rules, policies, guidelines, or practices of CKF, your sole and exclusive remedy is to discontinue using the Core Knowledge Domain Planner. Such discontinuation shall not result in non-payment or refund of relevant subscription fees.

Privacy

Coreknowledge.org is committed to safeguarding your privacy online. Please read the following statement to understand how your personal information will be treated as you make use of our website.

Information Gathering, Voluntary Submission: We do not collect personally identifying information about any Core Knowledge website user except when such information is knowingly provided by such an individual. For example, we must ask you for certain information when you order the Domain Planner. When purchasing a subscription for the Domain Planner through our bookstore, the bookstore website uses secure server software and a Secure Socket Layer (SSL) to protect your credit card information and your associated personal information. You always have the option not to provide the information we request. If you choose not to provide such information, you can still visit most of our website, but you may be unable to take advantage of the features and services provided by the Domain Planner. Credit card information is passed directly to the processor, using encryption technology. Your credit card data is not stored on the server. We do not save your credit card information.

The Use of Cookies: A cookie is a data file that certain websites write to your computer's hard drive when you visit these sites. A cookie file can contain information, such as a user identification code, that the site uses to track the pages you have visited. Most website browsers automatically accept cookies, but you can usually change your browser settings to display a warning before accepting a cookie or set it to refuse all cookies. The Domain Planner cookie does not contain any personal information. Our cookie contains only a session code -- a long string of numbers and letters -- that changes each time you log in. If you choose to disable the receipt of cookies on your browser you will be unable to use the Domain Planner.

Use of Information: The features and services of the Domain Planner are available for a subscription fee. We carry no advertising. When you are asked for personal information to register an account, you are sharing that information only with us. CKF will not knowingly disclose or disseminate any confidential information to third parties without prior consent of the account owner. The sole exception is only that information which we share with our software developer EdPlans, and then information is shared only to the extent necessary to allow EdPlans to provide support and maintenance of the system when required. You are not sharing your personal information with any third-party advertiser. You can always choose not to allow the transfer of your information by not using the particular service which requests information.

Links to Other Web Sites: From time to time, Coreknowledge.org may provide links to independently owned and operated sites whose content we have determined to be of possible interest to our visitors. Please note that we do not monitor the content on such sites on an ongoing basis and such content may be constantly changing. We have no control over the content or policies, information-gathering or otherwise, of such linked sites.

Modification: The Core Knowledge Foundation reserves the right to modify and/or amend this privacy statement at any time, without notice.

How to Contact Us

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