



# Seesaw Terms of Service

*Last Updated: September 3, 2018*

## Welcome to Seesaw!

Seesaw's mission is to create an environment where students can be their best. To accomplish this goal, it is essential that Seesaw is a safe place for students to document their learning, and that parents and teachers are in complete control over how that information is shared.

This Terms of Service governs your use of our websites at [seesaw.me](https://seesaw.me), and the Seesaw Application (collectively "the Seesaw Service", "the Service" or "Seesaw"). By creating an account on Seesaw, you agree to be bound by our Terms of Service (our "Terms"). If you don't agree, please don't use Seesaw. These Terms include a Binding Arbitration clause. Please read below to see how you can opt-out if you so choose.

## OUR PRIVACY PROMISES

Protecting your privacy is fundamental to our mission and business. The following summarize our promises to you.

- We never sell your data or student data.
- We never advertise in Seesaw.

- We don't own the content you add to Seesaw.
- Student work is private to the classroom by default.
- We use the latest security industry best practices to protect you.
- We are transparent about our practices and will notify you if things change.
- We are compliant with FERPA, COPPA, GDPR, MFIPPA, and the Australian Privacy Act.

To learn more about how Seesaw collects, stores, uses, shares, and protects your personal information, please review our full [Privacy Policy](#).

## SEESAW AND PARENTAL CONSENT

We require that teachers or schools get parental consent before using Seesaw with children who are under the age when they can grant consent on their own.

This age may vary based on where you live. For example, in the US that age is younger than 13. You should check your local laws to determine the relevant age in your country. If you are aware Seesaw is collecting information from a student without parental consent, please contact us immediately at [help@seesaw.me](mailto:help@seesaw.me) and we will delete the data.

There are a number of ways in which teachers or schools can obtain parental consent:

- Get consent as part of a school-wide technology consent process you may already have in place.
- Use our [sample consent form](#) – but please note that this is an example only and does not constitute legal advice.
- For teachers in the United States, agree to act as the parent's agent, and provide consent on their behalf to use Seesaw solely in the educational context as provided by the FTC. [Learn More](#).

## SEESAW AND FERPA

Data collected by Seesaw may include personally identifiable information from education records that are subject to the Family Educational Rights and Privacy Act, "FERPA", ("FERPA Records"). To the extent that Student Data includes FERPA Records, you designate Seesaw as a "School Official" (as that term is used in FERPA and its implementing regulations) under the direct control of the school with regard to the use and maintenance of the FERPA Records and Seesaw agrees to comply with FERPA.

## SEESAW AND GDPR

Seesaw complies with the European Union General Data Protection Regulation (the "GDPR") and makes it easy for EU individuals to exercise their rights described in that regulation. The purposes for which Seesaw collects your information, the categories and specific types of information, and our practices and policies regarding the processing of your information are described in this Privacy Policy and our Data Processing Agreement. If you have specific questions about how Seesaw is compliant with GDPR, please see our [frequently asked questions](#) about GDPR.

## CREATING A TEACHER ACCOUNT

Only teachers or school administrators can create a class on Seesaw. Once the class is created, teachers can authorize student participants, additional faculty and parents and other family members with appropriate permissions to upload, view, comment on, and share work.

You should consult with your school or school district to ensure that you obtain

proper consent to use Seesaw in the classroom consistent with their policies.

When you create a Seesaw class, you agree that:

- Any students you add to your class are current students in your class.
- Any additional teachers you add to your class are authorized by your school to access student journals.
- You will use Seesaw only for lawful purposes and abide by applicable law and school and school district policies in your use of Seesaw.
- You will treat Seesaw as an extension of the classroom and take reasonable steps to confirm that students are using Seesaw appropriately.
- You will take reasonable measures to protect access to information contained in student journals and class journals.
- You will only invite parents, guardians, and other trusted adults to view student journals.
- You will protect your class QR code so that access to student journals and class journals is limited only to students and parents, guardians, and other trusted adults.

## **CREATING A PARENT OR FAMILY MEMBER ACCOUNT**

Teachers can authorize parents and family members to view information in their child's journal. By creating a parent account and accessing a student journal, you agree that you are the legal guardian of the student or have permission from the legal guardian of the student to create a parent account and access the student journal.

As a parent, you will only be able to access journal entries in which your child has been tagged. Other parents and adults may be able to access your child's work if your child is tagged in a journal entry with their child, such as when your child collaborates with other students on a group project, and visa versa.

## CREATING A STUDENT ACCOUNT

Students may use Seesaw only if their parent or legal guardian has given permission to their teacher or school. You agree to use Seesaw only if you have been given a Join Code or have otherwise been invited to use Seesaw by your teacher.

Seesaw is an extension of the classroom. You agree to use Seesaw in a manner that is appropriate to the classroom. You may not violate the policies of your school or school district in your use of Seesaw.

## SUBMISSIONS TO THE ACTIVITY LIBRARY

Activities teachers create are private to their account by default. Optionally, teachers may choose to publish activities they create to the public Community Activity Library or an Activity Library managed by their school or district. By choosing to submit your activity to the Activity Library, you're telling us that:

- You are the copyright holder, you have the consent of the copyright holder, or you have a valid legal basis (for example, fair use) for posting any content you submit to Seesaw.
- You have secured permission to share the photograph of any person included in your activity.

Any activities you submit are yours – not Seesaw's. By submitting your activity to the Community Activity Library you understand that:

- Your activity will be publicly accessible unless you choose to remove it. Your name and other activities you have contributed to the library will be visible as part of your Activity Author Profile.
- For as long as your activity is published to the Library, your activity may be

shared by Seesaw (for example on our website or in an email) and by teachers using Seesaw. Teachers using Seesaw may also modify your activity and re-share it with their students or other teachers.

- If you remove your activity from the library, prior copies of your activity or modified versions of your activity may still exist in other teachers' accounts and will not be removed.

Student responses to activities are **not** shared in the Activity Library.

## CONSENT TO RECEIVE SMS MESSAGES

Family members can receive SMS notifications about new posts or messages in Seesaw. You can cancel at any time. Text "STOP" to unsubscribe. Text "HELP" for instructions on how to use our service. Message frequency varies. Message and data rates may apply. For questions about SMS notifications, email [help@seesaw.me](mailto:help@seesaw.me).

1. Participating carriers: AT&T, Verizon Wireless, Sprint, T-Mobile, U.S. Cellular, Boost Mobile, MetroPCS, Virgin Mobile, Alaska Communications Systems (ACS), Appalachian Wireless (EKN), Bluegrass Cellular, Cellular One of East Central, IL (ECIT), Cellular One of Northeast Pennsylvania, Cricket, Coral Wireless (Mobi PCS), COX, Cross, Element Mobile (Flat Wireless), Epic Touch (Elkhart Telephone), GCI, Golden State, Hawkeye (Chat Mobility), Hawkeye (NW Missouri), Illinois Valley Cellular, Inland Cellular, iWireless (Iowa Wireless), Keystone Wireless (Immix Wireless/PC Man), Mosaic (Consolidated or CTC Telecom), Nex-Tech Wireless, NTelos, Panhandle Communications, Pioneer, Plateau (Texas RSA 3 Ltd), Revol, RINA, Simmetry (TMP Corporation), Thumb Cellular, Union Wireless, United Wireless, Viaero Wireless, and West Central (WCC or 5 Star Wireless).
2. T-Mobile is not liable for delayed or undelivered messages.

## **YOUR INTELLECTUAL PROPERTY**

We don't own the content you provide – students and their schools own all Student Data added to Seesaw.

However, in order to provide our Services, we need certain limited rights to your content. For example, when you upload your content, we need the rights to store it and serve it back to you. Therefore, you grant Seesaw the right to use, publish, transmit, display, copy, process, adapt, modify, and distribute your content only how you specify and only within the context of the Seesaw service.

Seesaw reserves the right, but has no obligation, to delete content posted on our Services if we receive a valid takedown notice or if your content violates any of our Prohibited Activities.

## **SEESAW'S INTELLECTUAL PROPERTY**

Seesaw is protected by copyright, trademark, and other intellectual property laws. Seesaw Learning, Inc. and its licensors grant you a limited, non-exclusive, non-transferable license to view, copy, and display Seesaw solely in connection with your permitted use of Seesaw. Any rights not expressly granted here are reserved.

Unauthorized use of Seesaw's logos, trademarks, copyrights, domain names, or other distinctive brand features is prohibited.

## **COPYRIGHT POLICY**

Seesaw complies with the Digital Millennium Copyright Act. To learn more about how Seesaw responds to allegations of copyright infringement, please review our [Copyright Policy](#).

## PROHIBITED ACTIVITIES

All users agree that they will refrain from the following prohibited activities when using Seesaw.

- Don't use Seesaw in a manner that violates any applicable laws, regulations, ordinances, or directives.
- Don't use Seesaw in any manner that would be inappropriate for the classroom or violates applicable school or school district policies.
- Don't use Seesaw to lie or mislead other users.
- Don't use Seesaw to distribute unsolicited or unauthorized unsolicited communications, promotions, advertisements or spam.
- Don't use Seesaw to do anything threatening, abusive, harassing, defamatory, tortious, obscene, profane, or invasive of another person's privacy.
- Don't do anything that interferes with the proper functioning of any software, hardware, or equipment that belongs to Seesaw or anyone else.
- Don't impersonate Seesaw or our users on Seesaw or elsewhere.
- Don't interfere with anyone's use or enjoyment of Seesaw.
- Don't use personal information about other users, including students, without consent or as forbidden by applicable law or regulation.
- Don't use Seesaw in a way that infringes the intellectual property rights of others.
- Don't crawl, scrape, or use any manual or automated system to copy any public content available within Seesaw.

## ACCOUNT SUSPENSION AND TERMINATION



Seesaw reserves the right to suspend or terminate accounts associated with users who engage in any of the prohibited activities described above or in any manner that otherwise violates our Terms or other policies. In addition, Seesaw reserves the right to terminate any account at any time for any reason without notice to you.

## **ACCOUNT TRANSFER**

If you've signed up as a teacher with a school provided email address, and your school later signs up for a Seesaw school account, we may transfer your account to be under the management and control of your school. To protect student data, in certain limited circumstances (such as when a teacher leaves a school) we may transfer a class to a different teacher if we receive a properly authorized request from the relevant school.

## **ABANDONED ACCOUNTS**

Seesaw reserves the right to terminate accounts that have not been accessed by the teacher or school associated with the account for a period of more than one year. Prior to terminating an abandoned account, Seesaw will notify the teacher or school associated with the account by email and provide an opportunity to download an archive copy of the class journal.

## **SECURITY**

Seesaw takes protecting your security and privacy seriously and we've put a number of measures in place to protect the integrity of your information, including use of highly secure, access-controlled data centers, routine 3rd party security audits, data encryption in transit and encryption of Journal Content at

rest. For more information, please read this [article](#).

In the event of a security breach, we will notify affected account holders within the amount of time required by law so that you can take steps to keep your data safe.

## **CHANGES TO OUR TERMS**

Seesaw may modify our Terms from time to time. Seesaw will notify you of any changes to our terms that materially alter your rights or responsibilities by email and by posting a notice to our site. If you as a teacher, parent, or school administrator continue to use Seesaw after you receive such a notice, you agree to be bound by any changes to our Terms.

## **WARRANTIES AND DISCLAIMERS**

YOUR USE OF SEESAW IS AT YOUR SOLE RISK. SEESAW AND ANY THIRD-PARTY SOFTWARE, SERVICES, OR APPLICATIONS MADE AVAILABLE IN CONNECTION WITH SEESAW ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SEESAW, AND ITS SUPPLIERS AND PARTNERS, DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. SEESAW AND ITS SUPPLIERS AND PARTNERS DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SEESAW SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, THAT THE SEESAW SERVICE OR THE SERVERS THAT MAKE THEM AVAILABLE ARE FREE OF HARMFUL COMPONENTS OR THAT THE SEESAW SERVICE WILL MEET YOUR REQUIREMENTS. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR EQUIPMENT OR DEVICE, LOSS OF USE, OR LOSS OF DATA. NOTHING IN THIS SECTION IS INTENDED TO LIMIT ANY RIGHTS YOU MAY HAVE WHICH MAY NOT BE

## INDEMNITY

You agree to indemnify and hold harmless Seesaw from any and all claims, suits, actions, losses, costs, damages, and any other liabilities, including attorneys' fees, arising out of or related to: (a) your use or misuse of Seesaw; (b) any violation of the rights of any other person or entity by you, including without limitation, any intellectual property right, publicity, confidentiality, property or privacy right; or (c) your breach of any part of our Terms. Seesaw will give you written notice of any such matter; however, any failure or delay by Seesaw to do so does not negate your defense or indemnification obligations or waive Seesaw's rights to seek payment or defense or indemnification from you. Seesaw reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with Seesaw in our defense of these claims. You will not settle any claim that affects Seesaw or our affiliates without our prior written approval.

## LIMITATION OF LIABILITY

To the maximum extent permitted by law, Seesaw will not be liable to you for any special, indirect, incidental, punitive, reliance, consequential, or exemplary damages, even if Seesaw has been advised of the possibility of damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, goodwill or other intangible losses relating to or resulting from: (a) your access to, use of, or inability to use Seesaw; (b) any conduct or content of any user or third party on our services; (c) unauthorized access, use, or alterations of your transmissions or content; (d) any information posted on Seesaw; or (e) Seesaw's decision to publish or remove any information on our service.

In no event shall Seesaw's total liability to you for all damages, losses, or causes of action arising out of or relating to our Terms exceed: (1) the amounts you paid to access Seesaw during the twelve (12) months immediately preceding the date of your claim, or (2) one thousand U.S. dollars, whichever is greater.

The limitations of liability set forth in this section will survive any termination or expiration of our Terms, and will apply even if any limited remedy specified in our Terms is found to have failed of its essential purpose.

## **LAW GOVERNING LEGAL DISPUTES**

The laws of the State of California govern this agreement, as well as any dispute, claim, or controversy that may arise between you and Seesaw, without to conflicts of law provisions.

## **INFORMAL DISPUTE RESOLUTION**

We want to address your concerns without needing a formal legal case. Before filing a claim against Seesaw, you agree to try to resolve the Dispute informally by contacting [help@seesaw.me](mailto:help@seesaw.me). We'll try to resolve the Dispute informally by contacting you through email. If a dispute is not resolved within 15 days after submission, you or Seesaw may bring a formal proceeding.

## **WE BOTH AGREE TO ARBITRATE**

You and Seesaw agree to resolve any Disputes through final and binding arbitration, except as set forth under Exceptions to Agreement to Arbitrate below.

## **OPT-OUT OF AGREEMENT TO ARBITRATE**

You can decline this agreement to arbitrate by contacting [help@seesaw.me](mailto:help@seesaw.me) within 30 days of first accepting these Terms of Service and stating that you (include your first and last name) decline this arbitration agreement.

**Arbitration Procedures:** The American Arbitration Association (AAA) will administer the arbitration under its Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes. The arbitration will be held in the United States county where you live or work, San Francisco, California, or any other location we agree to.

**Arbitration Fees:** The AAA rules will govern payment of all arbitration fees. Seesaw will pay all arbitration fees for claims less than \$75,000. Seesaw will not seek its attorneys' fees and costs in arbitration unless the arbitrator determines that your claim is frivolous.

**Exceptions to Agreement to Arbitrate:** Either you or we may assert claims, if they qualify, in small claims court in San Francisco (CA) or any United States county where you live or work. Either party may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Seesaw products or Service, or infringement of intellectual property rights (for example, trademark, trade secret, copyright or patent rights) without first engaging in arbitration or the informal dispute-resolution process described above.

## **NO CLASS ACTIONS**

You may only resolve Disputes with Seesaw on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations aren't allowed under our agreement.

## **FEEDBACK**

We welcome your feedback and suggestions about Seesaw. Please email us at [help@seesaw.me](mailto:help@seesaw.me) at any time.

## **ENTIRE AGREEMENT**

These Terms (and any other policies we refer to in this document) make up the entire agreement between you and Seesaw Learning, Inc., and supersede any prior agreement. If any part of these Terms are found to be unenforceable by a court or arbitrator, the remaining parts will remain in full force and effect. If Seesaw fails to enforce any part of these Terms, such a failure does not constitute a waiver.

## **CONTACT INFORMATION**

Seesaw Learning, Inc.  
180 Montgomery St, Suite 750  
San Francisco, CA 94104  
[help@seesaw.me](mailto:help@seesaw.me)

**Company**

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