

TO BE TRANSLATED INTO STUDENT'S HOME LANGUAGE
SCRATCH
INFORMED CONSENT AND RELEASE

I, the undersigned parent/legal guardian, hereby understand that CPS is utilizing the services of Scratch.mit.edu, a programming and media creation tool developed at MIT that allows students to use creativity while learning about computer programming and logic. I understand that there is an online community component to Scratch in which students create accounts and are able to share their work, comment on other work and remix other projects and upload their projects in order to be able to access their projects beyond the school day. I also understand that as part of this activity my child may be posting his/her name, image, likeness, spoken words, student work, performance and movement and/or other personal and/or personally identifiable information, in any form (hereinafter collectively referred to as "Works"), and displaying, publishing, distributing or exhibiting these Works or any part thereof on the Internet and that all or part of these submissions may be viewed, accessed or otherwise seen by members of the general public. I further hereby acknowledge and agree that the City of Cambridge, Cambridge School Committee and Cambridge Public Schools do not own or control Scratch, and any of my child's Works that are posted on or through this website shall be managed and controlled by Scratch in accordance with its website privacy and community guidelines requirements and policies. I further acknowledge that I and my child have read the website privacy and community guidelines requirements and policies of Scratch.

By entering into this informed consent and release and granting the permission as stated herein, I am expressly authorizing my child to participate, use and submit Works through Scratch. I also am expressly authorizing the Cambridge Public Schools to use, in whole or in part, my child's Works in connection with Scratch, including without limitation, the posting of these Works on or through Scratch. I further understand that neither the City of Cambridge, Cambridge School Committee and/or Cambridge Public Schools and/or their respective officers, directors, agents and/or employees shall compensate either me or my child in connection with the posting of the Works on or through Scratch.

By entering into this informed consent and release and granting the permission as stated herein, I also am releasing the City of Cambridge, Cambridge School Committee and Cambridge Public Schools and their respective officers, directors, agents and/or employees from and against any and all liability, loss, damage, costs, claims and/or causes of action arising out of or related to my child's Works being posted on or through Scratch, and/or for my child participating and using Scratch. I have read this Informed Consent and Release and understand its terms. I sign it voluntarily and with full knowledge of its significance.

Child's Name: _____ Grade: _____

Child's Signature: _____ Homeroom Teacher: _____

Parent/Guardian's Name: _____

Parent/Guardian's Signature: _____

Date: _____

Scratch Privacy Policy

We made Scratch so people like you could create projects, share ideas, and build a community. To make this happen, we collect some information for our users. The Scratch Team understands how important privacy is to our community, especially kids and parents. We wrote this privacy policy to explain what information we collect, how we use it, and what we're doing to keep it safe. If you have any questions regarding this privacy policy, you can [contact us](#).

Please do not share personal contact information, such as your name, physical address, email address, phone number, or anything else that can be used to make contact outside of the Scratch website. Please report projects, comments, or forum posts that contain this kind of information so the Scratch team can remove it, and please remind the author of our policy.

What information does the Scratch Team collect about me?

Account Information: In order to build projects or comment on other users' projects, you need to make an account. During account creation, we ask you for a username, your country, birth month and year, gender, and your email address (or your parent or guardian's email address if you are under 13 years old). We ask that you select a user name that does not disclose your real name or other information that could identify you. Other users can see your username and country, but not your age, gender, or email address.

User-generated Content: All of your Scratch projects, comments, and forum posts are stored on the Scratch servers. Other users can see your shared projects, comments, and forum posts, along with your username. Because the Scratch Team is responsible for moderation, we have access to all content stored on the Scratch website, including unshared projects. If you prefer to work on projects in complete privacy, you can use either the [Scratch 2 offline editor](#) or [Scratch 1.4](#).

Usage Information: When you use Scratch, our servers will automatically store a limited amount of information about how you use the website. This information includes a number that identifies your computer (the IP address), which pages you visited, and what browser you are using.

Google Analytics: We also collect some data on where you click and which parts of the site you visit using Google Analytics. This "click data" helps us figure out ways to improve the website. Information collected and processed by Google Analytics includes the user's IP address, network location, and geographic location. Google Analytics acquires all its information directly from the user, by installing a cookie (see below) on your computer, if you have enabled JavaScript. Scratch does not share any information it collects with Google, and Google does not collect any personal identifying information about you.

Cookies: When you log in, the Scratch website asks your browser to put an http "cookie" on your computer. The cookie is actually a small text file that our site can send to your browser for storage on your computer. This allows the website to remember that you are logged in when you go to a different page.

How does the Scratch Team use my information?

- We collect age and gender data so that we know who is using our website.
- If you forget your password, we will ask you to disclose to us your birth month and year so that we can verify your account, and your email address so that we can send you a new password.
- We will use your email address to respond to messages you send us or to communicate with you about the Scratch service or your account.
- We send out occasional email updates about Scratch to the confirmed email address on your account. Scratch will never sell or share your email address without your permission. You can unsubscribe from these updates by clicking the unsubscribe link found at the bottom of the email.
- Parents and guardians who register their under-13 year olds for Scratch may also receive additional updates from the [Scratch Foundation](#), a non-profit that supports Scratch educational initiatives. The Scratch Foundation will never sell or share your email address without your permission. You can unsubscribe from these updates by clicking the unsubscribe link found at the bottom of the email.
- If we detect repeated abusive behavior from your account, IP address, or email address, we may share your account name, IP address, and the time and content of the abusive behavior with the IP address owner (such as a school or internet service provider).

- We may use de-identified location, age, gender, and usage data in research studies intended to improve our understanding of how people learn with Scratch. The results of this research are shared with educators and researchers through conferences, journals, and other publications. You can find out more on our [Research page](#).
- We may disclose some of the information we collect to third-party service providers that help us manage communications to and from the Scratch website and improve website performance. We are satisfied that these service providers have privacy policies that restrict them from further disclosing any of your information.
- Other than as described above, we will never share personally identifiable information about you with any other person, company, or organization, except:
 - As required to comply with our obligations under the law.
 - For technical reasons, if we are required to transfer the data on our servers to another location or organization.

How can I update my personal information?

You can update your password, email address, and country through the [Account Settings](#) page. You can also reset your password through the [Password Reset](#) page. You cannot change your username, but you can make a new account and manually copy your projects to the new account.

If you want to delete your account entirely, log in to Scratch, and then click your username in the top right-hand corner. Select "Account Settings," then click the "I want to delete my account" link at the bottom of the page.

How does the Scratch Team protect my information?

The Scratch Team has in place physical and electronic procedures to protect the information we collect on the Scratch website. We strictly limit individual access to the Scratch servers and the data we store on them. However, as effective as these measures are, no security system is impenetrable. We cannot completely guarantee the security of our database, nor can we guarantee that the information you supply will not be intercepted while being transmitted to us over the Internet.

Notifications of Changes to the Privacy Policy

We review our security measures and Privacy Policy on a periodic basis, and we may modify our policies as appropriate. We may also change or update our Privacy Policy if we add new services or features. If we make any changes to our privacy practices, we will amend this Privacy Policy accordingly and post the amended policy on the Scratch website. We encourage you to review our Privacy Policy on a regular basis.

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Scratch is a project of the Lifelong Kindergarten Group at the MIT Media Lab

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Help the wiki!

The Scratch Wiki is made by and for Scratchers. Do you want to contribute?

Learn more about joining as an editor!

See discussions in the Community Portal

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"Terms" redirects here. For other uses, see Terms (disambiguation).

The Scratch **Terms of Use**, officially declared and made public on June 4, 2014,^[1] are different from the Community Guidelines and state firmly more specific and legal terms of use. The terms of use refer to the Scratch program and website and state the behavior expected from Scratchers, any rules unclear by the Community Guidelines, and issues related to what can be done with the Scratch program both legally and to projects uploaded to the Scratch website. The actual Scratch Terms of Use can be viewed here.

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Development

Specific development of a new Terms of Use was generally unspoken of, but at one point in time Lightnin requested for a new general rule outline to be created on the Scratch Wiki.^[citation needed] The forums often hold many questions related specifically to rules that are very unclear. With the increasing popularity of Scratch and users who do not understand the rules or desire proof, the Terms of Use provide out in legal format the policies of Scratch.

Information

A summary of the Terms of Use can be read below:

 **Note:** This is only a summary and is not the actual Terms of Use.

1. User Agreement

1.1 This part explains what Scratch is, who the Scratch Team is, what the Terms of Use are, and why they exist. You must agree with these conditions if you want to use Scratch.

1.2 This part explains the Privacy Policy, what it is, and that you must agree to it if you want to use Scratch.

1.3 Scratch is open to all ages, and all of your comments, projects, etc, should be appropriate to everyone.

1.4 The Terms of Use can change from time to time. When using Scratch, you agree to the latest revision, which can always be found here.

2. Account Creation and Maintenance

2.1 Some parts of Scratch are limited to an account. Creation is optional, but if you create one, Scratch will ask for some information. It explains the Privacy Policy, and why you should read it for additional information.

2.2 You are responsible for your account, your password, and your identity. If anyone hacks your account, anything they do is your fault, not anyone else's.

2.3 You may NOT use another's Scratch account without permission.

2.4 Account names cannot be changed. If you want a different account name, create a new account and copy your existing projects over by hand.

2.5 If you feel someone has hacked your account, you should change your password or contact help@scratch.mit.edu

3. Rules of Usage

3.1 You must be respectful to the one's around you in Scratch. This section outlines things that are disrespectful on Scratch.

3.3 You must follow general laws and use common sense while using Scratch.

3.4 You should not impersonate anyone else on Scratch.

3.6 You should not use Scratch in any way to disrupt the service (e.g. making projects deliberately made to crash the player).

3.7 Commercial use of Scratch is technically allowed under the Creative Commons Attribution Share-Alike License, but should not be done in ways that are harmful to the community.

3.8 You should not post links to anything outside the Scratch website that go against the Terms of Use.

4. User-Generated Content and Licensing

4.1 This part explains what user-generated content is: any projects, comments, forum posts, etc.

4.2 When posting user-generated content, you must have the legal right to use anything it contains.

4.3 All user-generated content is public, and with attribution, may be freely remixed or used.

4.4 All user-generated content must have been created with Scratch, not a modified version.

4.5 Rarely one may be exposed to inappropriate content on Scratch. If you see something inappropriate for Scratch, you should immediately report it.

4.6 This part explains that the Scratch Team can modify, move, or delete anything that does not follow these Terms of Use or the Community Guidelines.

4.7 This part explains that the Scratch Team has no part in most of the user-generated content created; it is provided on an as-is basis.

5. Scratch Content and Licensing

5.1 The Scratch Team owns Scratch, its code, and everything else on the Scratch website besides user-generated content.

5.2 All sounds, images, and other support materials may be used however wished. They are under the same license as all projects are.

5.3 The source code for Scratch 1.4 is available, but also copyrighted.

5.4 This part lists trademarks owned by the Scratch Team, such as the Scratch website, the Scratch Cat, and Gobo.

5.5 Some of the support materials are trademarked by third parties.

6. Digital Millennium Copyright Act (DMCA)

6.1 If you feel something on the Scratch website invades your copyright, you can send a request to copyright@scratch.mit.edu

6.2 If your content was taken down for copyright, you may send a request to put it back up, with a brief explanation, to copyright@scratch.mit.edu.

7. Suspension and Termination of Accounts

7.1 The Scratch Team has the right to take down your account for violations of the Community Guidelines or Terms of Use.

7.2 If you would like to delete your account, you may email help@scratch.mit.edu

8. Third Party Websites

8.1 The Scratch Team is not responsible for third-party websites users link people to.

9. Indemnification

This section explains that users must help indemnify Scratch, or protect it from liability.

10. Disclaimer of Warranty

This section explains that Scratch is provided as-is and is not warranted.

11. Limitation of Liability

This section explains that the Scratch Team is not responsible for damage it causes to your computer, even if they have been warned of the possibility of it.

12. Jurisdiction

This section explains that Scratch is a U.S. organization. Make sure you abide by your local laws when using Scratch in another country.

13. Choice of Law and Venue

Any action against the Terms of Use should be brought up in a Suffolk County court in Massachusetts.

14. Choice of Language

The Terms of Use has translated versions, but they are not official. The English version will always govern.

15. No Waiver

The Terms of Use may not be waived. If the Scratch Team fails to assert any of these rules, it does not count as a waiver.

16. Entire Agreement

This Terms of Use is considered complete and overrides any previous agreement by the Scratch Team.

See Also

- [Community Guidelines](#)

External Links

- [Terms of Use](#)

References

1. ↑ <https://scratch.mit.edu/discuss/topic/41272/>

Retrieved from "http://wiki.scratch.mit.edu/w/index.php?title=Terms_of_Use&oldid=128129"

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