

**WIKISPACES
INFORMED CONSENT AND RELEASE**

I, the undersigned parent/legal guardian, hereby understand that Cambridge Public Schools is utilizing the services of wikispaces.com, an online application that allows the creation of a wiki or space to share work and ideas, pictures, links, videos and media. I also understand that in connection with the use of this online application in my child's class, he/she 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 wikispaces.com, and any of my child's Works that are posted on or through this website shall be managed and controlled by wikispaces.com in accordance with its website privacy policy and terms of use. I further acknowledge that I and my child have read the privacy policy and terms of use of wikispaces.com. I also further acknowledge that if my child is under the age of thirteen (13), I am authorizing and consenting to the Cambridge Public Schools registering my child to participate in and have an account in this online application and for the Cambridge Public Schools to provide wikispaces.com with my email address and/or my child's email address to wikispaces.com, in accordance with its privacy policy and terms of use requirements.

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 for posting on wikispaces.com. I also am expressly authorizing the Cambridge Public Schools to use, in whole or in part, my child's Works in connection with wikispaces.com, including without limitation, the posting of these Works on or through wikispaces.com. 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 wikispaces.com.

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 wikispaces.com, and/or for my child participating and using wikispaces.com. 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: _____

Privacy (/Privacy)

[Edit](#)[4 \(/page/history/Privacy\)](#)[... \(/page/menu/Privacy\)](#)

Last Updated 17 November 2014 (General refresh and safe harbor details)

Introduction

We don't spam, we don't sell your personal information, and you can opt-out of all emails sent by our site.

We don't give out your name or email address. Period.

You're in complete control of what people find out about you on Wikispaces. We do not show your name or email address to anyone through the site or through any other mechanism.

The rest of this notice describes our privacy policy, or privacy notice. By visiting Wikispaces.com, you are accepting the practices described in this Privacy Notice. This privacy notice applies to wikispaces.com which is owned and operated by Tangient LLC. This privacy notice describes how Tangient LLC (collectively referred to here as "We", "Us", "Our") collects and uses the personally identifiable information you provide on our website wikispaces.com. It also describes the choices available to you regarding our use of your personally identifiable information and how you can access and update this information.

Tangient LLC has received TRUSTe's Privacy Seal signifying that this privacy notice and our practices have been reviewed for compliance with the TRUSTe program viewable on the validation page available by clicking the TRUSTe seal. The TRUSTe certification covers only our collection, use and disclosure of information we collect through wikispaces.com and our service Wikispaces. The use of information collected through our service shall be limited to the purpose of providing the service for which you have engaged Tangient LLC.

If you have an unresolved privacy or data use concerns that we have not addressed satisfactorily, please contact us. You may also [contact TRUSTe](#).



Tangient LLC complies with the U.S. - E.U. Safe Harbor framework and the U.S. - Swiss Safe Harbor framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal data from

Table of Contents

- [Introduction](#)
- [Information Collection & Use](#)
- [Registration](#)
- [Orders](#)
- [Uses of Information](#)
- [Communications from the Site](#)
- [Updates](#)
- [Service-Related Announcements](#)
- [Customer Service](#)
- [Information Sharing and Disclosure](#)
- [Aggregate Information \(non-personally identifiable\)](#)
- [Personally Identifiable Information](#)
- [Agents](#)
- [Legal Disclaimer](#)
- [Choice / Opt-out](#)
- [Log Files](#)
- [Tracking Technologies and Cookies](#)
- [Links to Other Sites](#)
- [Access to Personally Identifiable Information](#)
- [Security](#)
- [Business Transitions](#)
- [Blog](#)
- [Testimonials](#)
- [Single Sign-On](#)
- [Information Related to Data Collected through the Wikispaces Service](#)
- [Information Related to](#)

European Union member countries and Switzerland. Tangient LLC has certified that it adheres to the Safe Harbor Privacy Principles of notice, choice, onward transfer, security, data integrity, access, and enforcement. To learn more about the Safe Harbor program, and to view Tangient LLC's certification, please visit <http://www.export.gov/safeharbor/>

[Data Collected for our Clients](#)

[Access to and Retention of Data Controlled by our Clients](#)

[Changes in this Privacy Notice](#)

[Contact Us](#)

Information Collection & Use

Registration

In order to use this website, you must first complete the registration form. During registration you are required to provide us your username and email address. We use this information to contact you about the services on our site.

Tangient LLC is the sole owner of the registration information collected on Wikispaces.com.

Orders

If you purchase a product or service from us, we request certain personally identifiable information from you on our order form. You must provide contact information (such as name, email, and shipping address) and financial information (such as credit card number, expiration date).

We use this information for billing purposes and to fill your orders. If we have trouble processing an order, we will use this information to contact you.

Uses of Information

Wikispaces.com uses your personally identifiable information to contact you about the site. We do not disclose your name or email address to other users of Wikispaces.com.

Communications from the Site

Updates

We will occasionally send you information about our website and services. Out of respect for your privacy, we present the option not to receive these types of communications. Please see the "Choice / Opt-out" section of this document.

Service-Related Announcements

We will send you strictly service-related announcements on rare occasions when it is necessary to do so. For instance, if our service is temporarily suspended for maintenance, we might send you an email. Generally, you may not opt-out of these communications, which are not promotional in nature. If you do not wish to receive them, you have the option to deactivate your account.

Customer Service

Based upon the information you provide us, we will send you a welcoming email to verify your username and password. We will also communicate with you in response to your inquiries, to provide the services you request, and to manage your account. We will communicate with you by email.

Information Sharing and Disclosure

Aggregate Information (non-personally identifiable)

We may collect aggregate information about our user base. For example, we may keep track of the number of users that have registered or the number of wikis that have been created on wikispaces.com. We may display this information publicly or provide it to others.

Personally Identifiable Information

We do not share personally identifiable information with third parties. We do not share your email address with third parties.

Agents

We may use an outside shipping company to fulfill orders and a credit card processing company to bill you for goods and services. These companies do not retain, share, store or use personally identifiable information for any other purposes.

Legal Disclaimer

We reserve the right to disclose your personally identifiable information as required by law and when we believe that disclosure is necessary to protect our rights, protect your safety or the safety of others, investigate fraud, and/or to comply with a judicial proceeding, court order, or legal process served on our website.

Choice / Opt-out

We provide you the opportunity to 'opt-out' of having your personally identifiable information used for certain purposes, when we ask for this information. For example, if you purchase a product or service but do not wish to receive any additional communication from us, you can indicate your preference on your Settings Page.

If you no longer wish to receive our promotional communications, you may opt-out of receiving them by following the instructions included in each communication or as described on your Settings Page.

Log Files

As is true of most websites, we gather certain information automatically and store it in log files. This information includes internet protocol (IP) addresses, browser type, internet service provider (ISP),

referring/exit pages, operating system, date/time stamp, and clickstream data.

We use this information, which does not identify individual users, to analyze trends, to administer the site, to track users' movements around the site, and to gather demographic information about our user base as a whole.

We do not link this automatically-collected data to personally identifiable information.

Tracking Technologies and Cookies

Technologies such as cookies, beacons and scripts are used by Tangient LLC and our analytics or service providers. These technologies are used in analyzing trends, administering the website, tracking user movements around the website, and to gather demographic information about our user base as a whole. We may receive reports based on the use of these technologies by these companies on an individual or an aggregated basis.

We use cookies to remember user settings (e.g. language preference) and for authentication. Users can control the use of cookies at the browser level. If you reject cookies, you may still use our site, but your ability to use some areas of our site will be limited.

We use Local Storage Objects (LSOs) using HTML5 or Flash to store preferences. Third parties with whom we partner to provide certain features on our site use LSOs using as HTML 5 or Flash to collect and store information. To manage Flash LSOs please visit http://www.macromedia.com/support/documentation/en/flashplayer/help/settings_manager07.html

This privacy notice covers the use of cookies by this site only and does not cover the use of cookies by any third parties.

Links to Other Sites

This website contains links to other sites that are not owned or controlled by Tangient LLC. Please be aware that we, Tangient LLC, are not responsible for the privacy practices of such other sites.

We encourage you to be aware when you leave our site and to read the privacy notices of each and every website that collects personally identifiable information.

This privacy notice applies only to information collected by this website.

Access to Personally Identifiable Information

If your personally identifiable information changes, or if you no longer want to use our service, you may correct, update, or delete it by making the change on our member preference page or by emailing us at help@wikispaces.com or by contacting us by postal mail at the contact information listed below. We will respond to your request within 30 days.

We will retain your information for as long as your account is active or as needed to provide you services. We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and

enforce our agreements.

Security

The security of your personally identifiable information is important to us. When you enter sensitive personally identifiable information such as login credentials on our login forms, we encrypt that information using secure socket layer technology (SSL).

We follow generally accepted industry standards to protect the personally identifiable information submitted to us, both during transmission and once we receive it. However no method of transmission over the Internet, or method of electronic storage, is 100% secure. Therefore, while we strive to use commercially acceptable means to protect your personally identifiable information, we cannot guarantee its absolute security.

If you have any questions about security on our website, you can email us at help@wikispaces.com .

Business Transitions

In the event Tangient LLC goes through a business transition, such as a merger, acquisition by another company, or sale of all or a portion of its assets, your personally identifiable information will likely be among the assets transferred. You will be notified via email or prominent notice on our website for 30 days of any such change in ownership or control of your personally identifiable information.

Blog

We host a publicly accessible blog. If you wish to update or delete a comment posted to our blog containing personally identifiable information, you can contact us at help@wikispaces.com.

Testimonials

We display personal testimonials of satisfied customers on our Web site in addition to other endorsements. With your consent we may post your testimonial along with your name. If you wish to update or delete your testimonial, you can contact us at help@wikispaces.com.

Single Sign-On

You can log in to our Web site using sign-in services such as an Open ID provider. These services will authenticate your identity and provide you the option to share certain personally identifiable information with us such as your email address to pre-populate our sign up form.

Information Related to Data Collected through the Wikispaces Service

Information Related to Data Collected for our Clients

Tangient LLC collects information under the direction of its Clients, and has no direct relationship with the

individuals whose personal data it processes. If you are a customer of one of our Clients and would no longer like to be contacted by one of our Clients, please contact the Client that you interact with directly. We may transfer personally identifiable information to companies that help us provide our service. Transfers to subsequent third parties are covered by the service agreements with our Clients.

Access to and Retention of Data Controlled by our Clients

Tangient LLC has no direct relationship with the individuals whose personal data it processes. An individual who seeks access to, or who seeks to correct, amend, or delete inaccurate data should contact Tangient LLC's Client (the data controller). If we are asked to remove data we will respond within 30 days.

We will retain personal data we process on behalf of our Clients for as long as needed to provide services to our Clients. Tangient LLC will retain this personally identifiable information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

Changes in this Privacy Notice

If we decide to change our privacy notice, we will post those changes to this privacy notice so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we disclose it.

We reserve the right to modify this privacy notice at any time. If we make material changes to this policy, we will notify you here, by email, or by means of a notice on our home page prior to the change becoming effective. We encourage you to periodically review this page for the latest information on our privacy practices.

Contact Us

If you have any questions or suggestions regarding our privacy notice, please contact us at help@wikispaces.com , on +1-415-863-8919, or at

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Terms (<https://www.wikispaces.com/Terms>)
Support (<https://www.wikispaces.com/site/help?url=https%3A%2F%2Fwww.wikispaces.com%2FPrivacy>)

Terms (/Terms)

[Edit](#)[10 \(/page/history/Terms\)](#)[... \(/page/menu/Terms\)](#)

Last Updated 16 Sep 2014 (Added section on adult content)

1. Introduction

Wikispaces provides users with wiki hosting to build communities and collaboratively edit content (the "Service"). Wikispaces is owned and operated by Tangient LLC.

This agreement ("Agreement") between you and Tangient LLC consists of these Terms of Service. "You" means any person or entity who uses the Service and/or posts Content to the Service. By using the Service and/or posting Content you agree to be bound by the terms and condition of this Terms of Service.

2. Privacy Notice

Certain other information about you is subject to the Privacy Notice. For more information, see our full privacy notice at <http://www.wikispaces.com/privacy>.

3. User Conduct and Content

You understand that all information, data, text, comments, graphics, messages or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you, and not Tangient LLC are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available via the Service.

You agree to not use the Service to:

a. upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

b. upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

Table of Contents

- [1. Introduction](#)
- [2. Privacy Notice](#)
- [3. User Conduct and Content](#)
- [4. Disclosure of Content and Personal Information](#)
- [5. No Control Over Content](#)
- [6. Information Rights](#)
- [7. Indemnity](#)
- [8. DISCLAIMER OF WARRANTIES](#)
- [9. LIMITATION OF LIABILITY](#)
- [10. EXCLUSIONS AND LIMITATIONS](#)
- [11. Modifications to Service](#)
- [12. Severability](#)
- [13. Refusal or Discontinuance of Service](#)
- [14. Headings for Convenience Only](#)
- [15. Choice of Law and Forum](#)
- [16. Digital Millennium Copyright Act](#)
- [17. Children's Privacy](#)
- [18. Our Address](#)

- c. upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;
- d. upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- e. harm minors in any way;
- f. upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- g. interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- h. intentionally or unintentionally violate any applicable local, state, national or international law;
- i. provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act;
- j. collect or store personal data about other users.
- k. upload, post, email, transmit or otherwise make available any material that Tangient LLC determines constitutes pornography or is otherwise of a similar adult nature.

You acknowledge that Tangient LLC may or may not pre-screen Content, but that Tangient LLC and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, or remove any Content that is available via the Service. Without limiting the foregoing, Tangient LLC and its designees shall have the right to remove any Content that violates the Terms of Service or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by Tangient LLC or submitted to the Service, including without limitation information in comments, and in all other parts of the Service.

4. Disclosure of Content and Personal Information

You acknowledge, consent and agree that Tangient LLC may access, preserve, and disclose your Content and any personal information if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the Terms of Service; (c) respond to claims that any Content violates the rights of third-parties; (d) respond to your requests for customer service; or (e) protect the rights, property, or personal safety of Tangient LLC, the users of the Service and the public.

5. No Control Over Content

Tangient LLC does not control the Content posted via the Service and, as such, does not guarantee the

accuracy, integrity or quality of such Content. You understand that by using the Service, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will Tangient LLC be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Service.

6. Information Rights

Tangient LLC does not claim ownership of Content you submit or make available for inclusion on the Service. However, in order to provide you the Service and maintain the Service, with respect to Content you submit or make available for inclusion on the Service, including without limitation page content and comments you post to the Service, you grant Tangient LLC world-wide, perpetual, irrevocable, royalty free, non-exclusive, fully sub-licensable license(s) to use, distribute, reproduce, modify, adapt, publish, display, and translate, such Content (in whole or in part) solely in connection with the provision of the Service.

7. Indemnity

Subject to applicable law, you agree to indemnify and hold Tangient LLC, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit or make available through the Service, your use of the Service, your connection to the Service, your violation of the Terms of Service, or your violation of any rights of another.

8. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TANGIENT LLC EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- b. TANGIENT LLC MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED, (vi) OR THAT THIS WEB SITE, ITS CONTENT, AND THE SERVERS ON WHICH THE WEB SITE AND CONTENT ARE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.
- c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM TANGIENT LLC OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS OF SERVICE.

e. INFORMATION CREATED BY THIRD PARTIES THAT YOU MAY ACCESS ON THE SITE OR THROUGH LINKS IS NOT ADOPTED OR ENDORSED BY TANGIENT LLC AND REMAINS THE RESPONSIBILITY OF SUCH THIRD PARTIES.

9. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT TANGIENT LLC SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF TANGIENT LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE.

10. EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 8 AND 9 MAY NOT APPLY TO YOU.

11. Modifications to Service

Tangient LLC reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Tangient LLC shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

Tangient LLC may change, add or remove any part of this Agreement, or any other terms associated with the use of the site, at any time, by posting a notice of such changes to the Terms of Service page of the web site. Any changes shall become part of the Agreement and shall apply as soon as such a notice is posted. By continuing to use the Service after the notice is posted, you are indicating your acceptance of those changes.

12. Severability

If any provision of this Agreement is found invalid or unenforceable, the provision will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in force.

13. Refusal or Discontinuance of Service

Tangient LLC reserves the right to refuse or discontinue service to any user for non-compliance with these

Terms of Service.

14. Headings for Convenience Only

The section titles in the Terms of Service are for convenience only and have no legal or contractual effect.

15. Choice of Law and Forum

Unless prohibited by applicable law, this Agreement will be governed by the laws of the State of California, and any dispute arising from the terms of this agreement or breach of this agreement will be governed by the laws of the State of California and you agree to personal jurisdiction by the state and federal courts sitting in San Francisco, California. The parties hereby expressly waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other on any matters whatsoever arising out of or in any way connected with these Terms and Conditions and agree to submit to binding arbitration; provided, however, that the preceding waiver of jury trial shall not apply to any user that is legally represented by any state attorney or attorney general that does not allow any state agency to waive a trial by jury.

16. Digital Millennium Copyright Act

It is our policy to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act. For more information, see our full DMCA notice at <http://www.wikispaces.com/DMCA> .

17. Children's Privacy

This section is designed to answer your questions regarding our privacy policies and principles with respect to children under the age of 13. The Children's Online Privacy Protection Act ("COPPA") requires that we inform parents and legal guardians about how we collect, use, and disclose personal information from children under 13 years of age; and that we obtain the consent of parents and guardians in order for children under 13 years of age to use this Web site.

The only personally identifiable information that Wikispaces collects about you is your email address. In fact, you are not required to provide Wikispaces your email address in order to register as a user of Wikispaces. If you do provide us with your email address, then we will only use it to contact you about the Service. We do not disclose your email address to other users of Wikispaces or to any third-parties.

If you are under 13 years of age, then we will ask you for your parents' email address. On your reply we will send your parent an e-mail and then provide your parent 48 hours to refuse your registration as a Wikispaces user. If your parent refuses to allow your registration, then we will delete your information from our database. If we don't hear back from your parent, we assume it is acceptable for you to be registered as a Wikispaces user.

If you are a teacher or school, and you are creating accounts for persons under the age of 13, then Wikispaces is not required to obtain the consent directly from the parents because we presume that the teacher's or school's authorization for the collection of student's personal information is based on the school having obtained the parents' consent.

18. Our Address

Tangient LLC
165 10th Street
Suite 50
San Francisco, CA 94103

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