

New Visions For Public Schools

Terms of Service - CloudLab Add-Ons and Website

Effective: October 1 2018

Last modified: February 24 2020

Thank you using the New Visions CloudLab. We look forward to working together. Please carefully review the terms outlined in this document before using this website and the CloudLab Add-Ons ("Service").

This Terms of Service ("Agreement") is a binding contract between you and New Visions For Public Schools ("New Visions", "we", "our", or "us"). By accessing or using the Service, clicking "I Agree", or by otherwise affirmatively stating your desire to use the Service, you signify that you have read, understood, and agree to be bound by this Agreement and to the collection and use of your information as set forth in the [CloudLab Add-Ons and Website Privacy Policy](#).

If you are under the age of 18, you are not allowed to use the Service. Please do not proceed to access this website and contact us immediately to remove your account and associated data, if one is already present.

If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these terms and conditions, in which case the terms "you", "your" or "Member" shall refer to such entity.

These Terms of Service and the [CloudLab Add-Ons and Website Privacy Policy](#) may be updated to reflect changes to the Service. Upon making changes, we will update the "Effective Date" found at the top of this page. Your continued use of the Service after any changes constitutes your acceptance of the new terms.

If you do not agree with these terms and conditions, you must not accept this Agreement and may not use the Service.

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Using the Service

- CloudLab Add-ons provide a set of tools that extend the free and cloud-based Google G Suite platform. The Service is offered and provided subject to these Terms.
- The Service requires a Google account that will be used to access and use the Service. You understand and acknowledge that you are solely responsible for obtaining the Internet access and all equipment necessary to use the Service, for appropriately configuring your Google account and for creating and managing the data source and their content.
- Subject to all terms and conditions of this Agreement, New Visions For Public Schools grants you a limited, non-exclusive, non-sublicensable, royalty-free, non-transferable license to access and use the Service.
- New Visions reserves the right to change, suspend, or discontinue any part of the Services for any reason without notice

Google Chrome Store

- Use of the CloudLab Add-ons is subject to [G Suite Marketplace Terms of Service](#)
- New Visions CloudLab is a developer subject to the [G Suite Marketplace Application Requirements](#)
- Cloudlab add-ons are examined to ensure they meet Google's guidelines, including guidelines for safeguarding user data, before they are publicly available. For more information, see <https://developers.google.com/gsuite/add-ons/concepts/addon-review>

Privacy and Security

- Your privacy is extremely important to us. Please read the [CloudLab Add-Ons and Website Privacy Policy](#) which explains the administrative, technical and physical safeguards we maintain to protect against unauthorized use, disclosure or access to personal information
- You may use the Service to process personally identifiable information ("PII"). Please note that if you intend to process the PII of students, you must do so in compliance with your national, state, and/or local laws and regulations. New Visions Cloudlab recommends consulting with appropriate authorities before processing PII, especially that of minors.
- If you intend to process the PII of students, you agree that you have permission from your Local Education Agency (LEA) and school/organization to enter into this Agreement and to use the Service as part of your institutional operations

- ***Please note that personally identifiable information is never collected, maintained or used by New Visions for Public Schools***

Governing Laws Regarding Identifiable Student Data

- These Terms shall be governed and construed in accordance with United States, New York State, and New York City laws
- Specifically, the following laws govern how we provision and use of the Service
 - Family Education Rights and Privacy Act ("FERPA")
 - New York Education Law 2-d
 - New York City Department of Education Chancellor's Regulation A-820
 - The Children's Online Privacy Protection Act ("COPPA")
- ***Please note that personally identifiable information is never collected, maintained or used by New Visions for Public Schools***
- Further detail can be found in the [CloudLab Add-Ons and Website Privacy Policy](#)

Warranty Disclaimer

New Visions for Public Schools is currently committed to offering the CloudLab Add-ons at no cost. Further, while we make every effort to ensure their functionality, the tools we develop exist within a fast-moving product ecosystem in which things break and may need to be fixed from time to time. We enthusiastically welcome all users of our tools as partners in their development and refinement, but we ask that you engage with us with the following norms when seeking our support:

- The Service is provided on an "as is" and "as available" basis
- Use of the Service is at your own risk
- To the maximum extent permitted by applicable law, the Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement
- Without limiting the foregoing, New Visions, its subsidiaries, its affiliates, and its licensors do not warrant that the content is accurate, reliable or correct; that the Service will meet your requirements; that the Service will be available at any particular time or location, uninterrupted; that any defects or errors will be corrected; or that the Service is free of viruses or other harmful components
- Any content downloaded or otherwise obtained through the use of the Service is downloaded at your own risk and you will be solely responsible for any damage to your computer system or loss of data that results from such download or your use of the Service

Limitation of Liability

- We assume no legal responsibility for their misuse by end users, nor do we make any guarantees of their quality or reliability
- We do not collect, maintain and/or use student data outside of the end-user's Google Drive account. Therefore, the potential failure of our tools generally poses no privacy risk
- We can't guarantee the identity of any users with whom you interact with using the Services and are not responsible for which users gain access to the Service
- To the maximum extent permitted by applicable law, in no event shall New Visions, its affiliates, agents, directors, employees, suppliers or licensors be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data or other intangible losses, that result from the use of, or inability to use, this services
- To the maximum extent permitted by applicable law, New Visions assumes no liability or responsibility for any:
 - Errors, mistakes, or inaccuracies of content
 - Personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our services
 - Any unauthorized access to or use of our secure servers and/or any and all personal information stored therein
 - Any interruption or cessation of transmission to or from the services
 - Any malicious software agents that may be transmitted to or through our services by any third party
 - Any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the services; and/or
 - Content you create or the defamatory, offensive, or illegal conduct of any third party
- The Service is developed in US-based facilities, and we make no representations that they're appropriate or available for use in other locations
- If you access or use the Service from other jurisdictions, you understand that you are entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations

Indemnification

- To the maximum extent permitted by applicable law, you agree to defend, indemnify and hold harmless New Visions and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from:

- Your use of and access to the Service, including any data or content transmitted or received by you
- Your violation of any term of this Agreement, including but not limited to your breach of any of the representations and warranties
- Your violation of any third-party right, including but not limited to any right of privacy or Intellectual Property Rights
- Your violation of any applicable law, rule or regulation
- Any content or information that is submitted via your account
- Any other party's access and use of the Services with your unique username, password or other appropriate security code

Copyright and Trademark Notice

All of the content on this Website, including, for example, all of the page headers, images, illustrations, graphics, audio clips, video clips, and text, are subject to trademark, service mark, trade dress, copyright and/or other intellectual property rights or licenses held by New Visions for Public Schools. Registered trademarks include but are not limited to "New Visions," "New Visions for Public Schools," "Cloudlab," and names of specific add-on(s).

Miscellaneous

- If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable
- No agency, partnership, joint venture, or employment is created as a result of this Agreement and you do not have any authority of any kind to bind New Visions in any respect whatsoever. There are no third party beneficiaries to this Agreement.
- If you have any questions about this agreement, please contact dataprivacy@newvisions.org