

Cradle-to-Career Data System

System Disclaimer

Note: The way that users will see the system disclaimer in contexts including the dashboard, query builder, and research request process will be determined as part of the user centered design process.

System Disclaimer

System Disclaimer and Terms and Conditions of Use

The data in the System are collected and refreshed from multiple state agencies annually and may contain limitations, which include but are not limited to the following:

- Potential for data mismatch or duplication between agencies.
- Data for out-of-state students or private school students may be missing or not as complete as in-state records or records from public schools.
- Employment data may exclude the self-employed, employees of religious or federal institutions, or others.
- Data may not be error-free, complete, validated, up-to-date, or confirmed
- Data may not be available indefinitely and similar data may not be available for future periods.

As a result, the State of California cannot guarantee the data will meet your needs and is provided "AS-IS". Additional disclaimers and terms can be found in the Terms and Conditions of Use. By clicking OK and accessing and/or using this System, you agree to both the System Disclaimer and the [Terms and Conditions of Use](#).

OK

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We welcome your recommendations for correcting or improving the System and its content but offer no guarantee your feedback will result in changes to the System. You may share your recommendations by contacting us at [email TBD], or by calling [phone number TBD].

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The Cradle-to-Career Office manages the System. State agencies provide data to the System. Those entities and their respective affiliates, directors, officials, officers, and employees are collectively referred to herein as "Agencies." Other non-state individuals or entities working for or with the Agencies, such as consultants or contractors, or data contributors, or non-profit stakeholders and their respective affiliates, directors, officials, officers, employees, and subcontractors are collectively referred to herein as "Partners."

Use of the System is free of charge. Before accessing or using the System, please carefully read these Terms, as access and/or use of the System requires your agreement to these Terms.

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By accessing, viewing, downloading and/or using the System, you accept and agree to follow and be bound by these Terms. These Terms affect your legal rights and obligations. If you do not agree to follow and be bound by these Terms, **do not** access or use the System.

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Data provided to the System is on an "as is" basis. All warranties of any kind, express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, freedom from contamination by computer viruses and non-infringement of proprietary rights are disclaimed.

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To the full extent permitted by law, you agree to defend, indemnify, and hold harmless the state, system agencies and partners, any entity jointly created by them, their respective affiliates and any of their respective directors, officers, employees, and agents from and against any and all claims, liabilities, damages, losses or expenses, including reasonable attorneys' fees and costs, arising out of or in any way connected with your access to or use of the system, in reference to any claim however caused and on any theory of legal liability, whether in contract, strict liability, or tort, including negligence.

APPLICABLE LAW AND VENUE

These Terms shall be governed by and interpreted under the laws of the State of California without regard to conflict of law provisions. Any disputes that may arise from these Terms shall be subject to the exclusive venue of, and the exclusive jurisdiction of, state and federal courts located in Sacramento County, California.

If one or more of the provisions of these Terms are for any reason declared unenforceable by a court of competent jurisdiction under the laws or regulations in force, those provision(s) will not have any effect on the validity of the remainder of these Terms, which shall then be construed as if any unenforceable provision was never contained herein.