



Note: Quizlet purchases are tax-free.
Questions? Email us at upgradesupport@quizlet.com.

Quizlet, Inc.
501 2nd St., Ste. 500
San Francisco, CA 94107

Quote for upgrades

Reference Number: 6505

Please note:

We do not accept Purchase Orders.

We cannot accept checks as payment for single Quizlet Plus or Teacher upgrades.

Items

- **6 Quizlet Teacher upgrades (1 year) - \$172.75 (USD)**

Total cost

\$172.75 (USD)

Name

Tonya Knaley

Email

tonya.knaley@boone.kyschools.us

School / District

Boone County Schools-Learning Support Services

Customer Address

8270 US Hwy. 42

Quizlet

February 12, 2019

To Whom It May Concern:

This letter is to certify that Quizlet, Inc. is the sole provider of Quizlet branded study tools and products, including Quizlet.com, Quizlet for iPhone, iPad, and Android, Quizlet Go, Quizlet Plus, Quizlet Teacher, and Quizlet Live.

Key features and benefits of Quizlet include simple, powerful digital study tools and games for students of all ages, and teacher tools to enable effective use of those study tools.

For more information about Quizlet, <https://quizlet.com/about>.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ismail', followed by a long, horizontal, slightly wavy line that extends to the right.

Ismail Orujov
Head of Finance

Terms of Service

Last Updated: August 27, 2019

The Quizlet website and all its mobile versions ("**Service**") is a hosted service operated by Quizlet Inc. ("**Quizlet**"). Any use of the Service is subject to the following Terms and Conditions of Service ("**Terms of Service**" or "**Terms**"), as well as to [Quizlet's Privacy Policy](#), [Quizlet's Community Guidelines](#), and [Quizlet's Honor Code](#), all of which are incorporated by reference into these Terms of Service. Your use of the Service will constitute your acceptance of these Terms of Service.

1. **Eligibility.** Use of the Service is void where prohibited. The Service is intended for users over the age of 13, but is open to all ages. For children age 13 or younger (or other age of consent where required by local law), Quizlet offers a restricted feature set and website experience that removes certain features. By using the Service, you represent and warrant that (a) all registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; and (c) your use of the Service does not violate any applicable law or regulation.
2. **Your Quizlet Account and Data.** If you create an account on the Service, you are responsible for maintaining the security of your account and data, and you are fully responsible for all activities that occur under the account. Accounts are for individual, not organizational, use by a single person only. You may not share your account with any other person. You must notify Quizlet immediately of any unauthorized uses of your data, your account or any other breaches of security. Quizlet will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions. Quizlet may from time to time set storage limits for your data, or take any other measures it considers appropriate to manage the Service. Quizlet may also from time to time change its policies on offering commercial content or displaying advertising, and may do this without notice.
3. **Upgraded Memberships.** Users have the option to purchase additional features or functionality for their Quizlet account ("**Upgraded Membership**"). Upgraded Memberships may be purchased either by (i) paying a recurring subscription fee; or (ii) pre-payment giving you access for a specific time period ("**Pre-Paid Period**"). The terms stated below will govern your participation in these programs.
 1. **Pre-Paid Membership Term:** Upgraded Memberships purchased for a Pre-Paid Period will automatically terminate at the end of the Pre-Paid Period.
 2. **Group Orders:** A Group Order provides credits towards multiple, individual Pre-Paid Period Upgraded Memberships via a unique upgrade link. The number of upgrade credits will be specified in the Group Order. Purchasers of Group Orders are solely responsible for the distribution of upgrade credits. All upgrades are non-transferable and irrevocable once a credit has been redeemed by an individual user account. Individual accounts which use a Group Order upgrade credit are not associated with any school, business, entity, institution or any other centralized account and the purchaser of the Group Order has no right to or interest in any account to which an upgrade credit has been applied, except where the purchaser of the Group Order and the holder of the account to which an upgrade credit has been applied are the same individual.
 3. **Subscription Cancellation by You:** If you have purchased a recurring Upgraded Membership subscription, you may end your Upgraded Membership at any time. When you choose to end your Upgraded Membership subscription, your subscription does not renew on the next auto-renewal date. You may continue to enjoy your Upgraded Membership benefits until that date, after which your account will be automatically downgraded. Information on how to end your subscription can be found [here](#).

4. **Cancellation by Us:** We may cancel your Upgraded Membership at any time for any reason, with or without prior notice.
5. **Refunds:** Except where required by law, Upgraded Memberships purchased directly through Quizlet are non-refundable. Upgraded Memberships purchased through other platforms are subject to the refund policies of those platforms. Quizlet cannot be held responsible for these platform's policies.
6. **Price changes:** Quizlet may change the price for upgraded memberships from time to time. Quizlet will communicate any price changes to you in advance and, if applicable, how to accept those changes. Price changes for Upgraded Memberships will take effect at the start of the next subscription period following the date of the price change. As permitted by local law, you accept the new price by continuing to maintain your Upgraded Membership after the price change takes effect. If you do not agree with the price changes, you have the right to reject the change by unsubscribing from the Upgraded Membership prior to the price change going into effect. Please therefore make sure you read any such notification of price changes carefully.
4. **Premium Content.:** Users may have the option to purchase or gain access to commercial content on Quizlet ("**Premium Content**"). Access to Premium Content may be granted either by (i) purchasing access directly on the Service ("**Content Subscription**"); or (ii) entering an access code ("**Access Code**"). The terms stated below will govern your participation in these programs.
1. **Content Subscriptions:** Access to Premium Content purchased as part of a Content Subscription is subject to the terms set forth during the purchase process and you are bound by the restrictions included.
2. **Access Codes:** Access to Premium Content through use of a publisher-provided Access Code is subject to the terms set forth by the publisher and you are bound by the publisher's restrictions, including expiration of codes.
3. **License:** Once you have purchased a Content Subscription or used an Access Code to access Premium Content, you may access the included material for the designated period of time. You may access the Premium Content only for your own personal, educational use ("Personal Use"). Each account must purchase its own Content Subscription or enter its own Access Code, and accounts may not be shared by multiple users.
4. **Restrictions:** You may not use Premium Content for any commercial purpose. This means you can't sell it, use it for advertising or marketing purposes, or use it in any other way in connection with a business or profit making activity. You may not post or otherwise make the Premium Content available on any website. You may not share, send, sell, sublicense, or transfer the Premium Content to someone else.
5. **Refunds:** Except where required by law, Premium Content Subscriptions purchased directly through Quizlet are non-refundable. Premium Content Subscriptions purchased through other platforms are subject to the refund policies of those platforms. Quizlet is not responsible for the policies of those platforms.
5. **Responsibility of Contributors.** If you create sets, comment via the discussion boxes, post material to the Service, post links on the Service, or otherwise make material available by means of the Service (referred to collectively as "**Content**") you are entirely responsible for the composition of, and any harm resulting from, that Content. That is the case, regardless of whether the Content in question constitutes text, graphics, audio files, computer software or any other format in which Quizlet stores data.

6. **Prohibited Content.** You may post only educational and study-related Content to the Service. The following are examples of Content prohibited to post on or through the Service. Quizlet reserves the right to investigate and take appropriate legal action against anyone who, in Quizlet's sole discretion, violates this provision, including without limitation, removing the offending Content from the Service, terminating the accounts of such violators, or seeking other legal remedies. Prohibited Content includes, but is not limited to, Content that, in the sole discretion of Quizlet:
- is patently offensive and promotes racism, bigotry, hatred or physical harm of any kind against any class or individual;
 - harasses or advocates harassment of another person;
 - exploits people in a sexual or violent manner;
 - contains sexually suggestive, excessively violent, or offensive subject matter;
 - solicits personal information from anyone under 18 years old;
 - publicly posts information that poses or creates a privacy or security risk to any person;
 - includes information about another person that you have posted without that person's consent;
 - violates the privacy rights, publicity rights, copyrights, trademark rights, contract rights or any other rights of any person;
 - contains or promotes information that you know is false or misleading, or promotes illegal activities or conduct that are abusive, threatening, obscene, defamatory or libelous;
 - contains or promotes an illegal or unauthorized copy of another person's copyrighted work;
 - solicits passwords or personally-identifying information for commercial or unlawful purposes from other users;
 - involves the transmission of junk mail, chain letters, unsolicited mass mailings or instant messages, or spam;
 - furthers or promotes any criminal activity or enterprise, or provides instructional information about illegal activities including, but not limited to, making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
 - involves commercial activities and/or sales without prior written consent from Quizlet, such as contests, sweepstakes, bartering, advertising, or pyramid schemes;
 - violates any and all applicable laws or regulations.
7. **Prohibited Activities.** You may only engage in educational and study-related activities while using the Service. The following are examples of the kind of activity that is prohibited on the Service. Quizlet reserves the right to investigate and take appropriate legal action against anyone who, in Quizlet's sole discretion, violates this provision, including without limitation, terminating your account and/or access to the Service, reporting you to appropriate governmental authorities, including law enforcement, or seeking other legal remedies. Prohibited activity includes, but is not limited to:

- criminal or tortious activity, including child pornography, fraud, trafficking in obscene material, drug dealing, gambling, harassment, stalking, spamming, sending of viruses or other harmful files, copyright infringement, patent infringement, or theft of trade secrets;
- circumventing or modifying, attempting to circumvent or modify, or encouraging or assisting any other person in circumventing or modifying any security technology or software that is part of the Service;
- impersonating or attempting to impersonate another user, person or entity;
- using the account, username, or password of another user at any time, or disclosing your password to any third party, or permitting any third party to access your account;
- using any information obtained from the Service in order to harass, abuse, or harm another person or entity, or attempting to do so;
- activity that involves the use of viruses, bots, worms, or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware, or otherwise permit the unauthorized use of, or access to, a computer or a computer network;
- any automated use of the system, such as, but not limited to, using scripts to create or post Content;
- interfering with, disrupting, or creating an undue burden on the Service or the networks or services connected to the Service;
- displaying an unauthorized commercial advertisement on the Service, or accepting payment or anything of value from a third party in exchange for your performing any commercial activity through the unauthorized or impermissible use of the Service on behalf of that party;
- reproducing, duplicating, copying, selling, reselling, trading, or exploiting for any commercial purposes, any portion of, or access to, the Content and/or functionality offered through the Service, unless you have been specifically allowed to do so in a separate agreement;
- using the Service in a manner inconsistent with any and all applicable laws or regulations.

8. Content Representations and Warranties. By making Content available, you represent and warrant that:

- the downloading, copying and use of the Content will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party;
- if your employer has rights to intellectual property you create, you have either (i) received permission from your employer to post or make available the Content, including but not limited to any software, or (ii) secured from your employer a waiver as to all rights in or to the Content;
- you have fully complied with any third-party licenses relating to the Content, and have done all things necessary to successfully pass through to end users any required terms;
- the Content does not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive material;

- the Content is not spam, and does not contain unethical or unwanted commercial material designed to drive traffic to third party sites, to boost the search engine rankings of third party sites, to enable unlawful acts (such as phishing) or to mislead recipients as to the source of the material (such as spoofing);
 - the Content is not obscene or libelous, and does not violate the privacy or publicity rights of any third party; and
 - you have, in the case of Content that includes computer code, accurately categorized and/or described the type, nature, uses and effects of the materials, whether requested to do so by Quizlet or otherwise.
9. **License.** By submitting Content or any other material to Quizlet for inclusion on the Service or for any other purpose, for example posting a study set, answering a survey or sending Quizlet an email, you grant Quizlet a world-wide, perpetual, royalty-free license (with right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display, and distribute such Content or material in any and all media or distribution methods (existing or subsequently developed). additional uses by Quizlet, or other companies or individuals who partner with Quizlet, may be made with no compensation paid to you with respect to the Content or material that you submit, post, or otherwise make available to Quizlet or through the Service.
 10. **Embed.** If you use Quizlet's Embed Function on your website, you may not modify, build upon, or block any functionality or portion thereof, including but not limited to links back to the Quizlet website.
 11. **API Requirements.** If you use the Quizlet API, you agree to the Developer API rules, for how third-party developers can interact with Content and the Service.
 12. **Responsibility of Service Visitors.** Quizlet has not reviewed, and cannot review, all Content posted to the Service, and cannot therefore be responsible for that material's content, use or effects. By operating the Service, Quizlet does not represent or imply that it endorses the material posted thereon, or that it believes such material to be accurate, useful or non-harmful. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive material. The Service may contain material that is offensive, indecent, or otherwise objectionable, as well as Content in which technical, factual, or other inaccuracies, typographical mistakes, or other errors may be present. The Service may also contain material that violates or infringes the intellectual property and other proprietary rights of third parties, or of which the downloading, copying or use may be subject to additional terms and conditions, stated or unstated. Quizlet disclaims any responsibility for any harm resulting from the use by visitors of the Service, or from any downloading by those visitors of content posted thereon. Visitors who discover Content or other material in violation of these Terms or Quizlet's Community Guidelines are encouraged to report such material to Quizlet using the reporting functions available on the Service.
 13. **Content Posted on Other Websites.** We have not reviewed, and cannot review, all of the Content, including computer software, made available through the websites and webpages to which Quizlet links, and which link to Quizlet. Quizlet does not have any control over those third party websites and webpages, and is not responsible for their content or your use thereof. By linking to a third party website or webpage, Quizlet does not represent or imply that it endorses that website or webpage. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive material. Quizlet disclaims any responsibility for any harm resulting from your use of third party websites and webpages.

14. **Copyright Infringement and DMCA Policy.** Quizlet respects the intellectual property rights of others. If you believe that material located on or linked to by Quizlet violates your copyright, you are encouraged to notify Quizlet in accordance with [Quizlet's Digital Millennium Copyright Act \("DMCA"\) Policy](#). Quizlet will respond to all such notices, including by removing the infringing Content or disabling all links to the infringing Content, as required or appropriate. In the case of a visitor who may infringe, once or repeatedly, the copyrights or other intellectual property rights of Quizlet or others, Quizlet may, in its discretion, terminate or deny access to, or use of, the Service. In the case of such termination, Quizlet will be under no obligation to provide a refund of any amounts previously paid to Quizlet by that user.
15. **Trademarks.** Quizlet, Quizlet, Quizlet.com, the Quizlet logo, and all other trademarks, service marks, graphics and logos used in connection with Quizlet, or the Service are trademarks or registered trademarks of Quizlet or Quizlet's licensors. Other trademarks, service marks, graphics and logos used in connection with the Service may be the trademarks of other third parties. Your use of the Service grants you no right or license to reproduce or otherwise use any Quizlet or third-party trademarks. Audio files and software may not be sold or redistributed, or offered as a service to others.
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Portions of audio content powered by Loquendo TTS.
16. **Changes to the Service and Terms.** The Service, including without limitation all content there available, product and membership features, any and all of Quizlet's policies, and these Terms of Service, may be changed at the sole discretion of Quizlet without notice. You are bound by any such updates or changes, including but not limited to those affecting these Terms of Service, and as such, you should periodically review these Terms of Service.
17. **LIMITATION OF WARRANTIES OF QUIZLET, ITS SUPPLIERS AND ITS LICENSORS.**
EXCEPT AS OTHERWISE EXPRESSLY STATED, ALL CONTENT POSTED TO OR AVAILABLE FROM THE SERVICE IS PROVIDED "AS IS", AND QUIZLET, ITS SUPPLIERS AND ITS LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF PROPRIETARY RIGHTS. YOU UNDERSTAND AND AGREE THAT YOU DOWNLOAD FROM, OR OTHERWISE OBTAIN CONTENT OR SERVICES THROUGH, THE SERVICE AT YOUR OWN DISCRETION AND RISK, AND THAT QUIZLET, ITS SUPPLIERS AND ITS LICENSORS WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR DATA THAT RESULTS FROM THE DOWNLOAD SUCH CONTENT OR THE USE OF THE SERVICE. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE MAY NOT APPLY TO YOU.
18. **LIMITATION OF LIABILITY OF QUIZLET, ITS SUPPLIERS AND ITS LICENSORS.**
EXCEPT AS OTHERWISE EXPRESSLY STATED, IN NO CIRCUMSTANCE WILL QUIZLET, ITS SUPPLIERS OR ITS LICENSORS BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, REGARDLESS OF THE BASIS OR NATURE OF THE CLAIM, RESULTING FROM ANY USE OF THE SERVICE, OR THE CONTENTS THEREOF OR OF ANY HYPERLINKED WEBSITE INCLUDING WITHOUT LIMITATION ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR OTHERWISE, EVEN IF QUIZLET, ITS SUPPLIERS OR ITS LICENSORS WERE EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE AGGREGATE LIABILITY FOR ANY AND ALL OF YOUR CLAIMS AGAINST QUIZLET, ITS SUPPLIERS AND ITS LICENSORS ARISING FROM, OR RELATED TO, USE OF THE SERVICE, OR THE CONTENTS THEREOF, OR OF ANY HYPERLINKED WEBSITE, EXCEED THE AMOUNTS ACTUALLY PAID BY YOU TO QUIZLET DURING THE 12-MONTH PERIOD PRIOR TO THE DATE A

CLAIM IS MADE. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THE PARTIES AGREE THAT THIS SECTION, SECTION 10, REPRESENTS A REASONABLE ALLOCATION OF RISK.

19. **Disputes with Quizlet.** In the case of any dispute between you and Quizlet arising out of or connected to these Terms of Service or your use of the Service, the following rules will apply. **PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS.**
20. **Binding Arbitration:** Any dispute arising out of or relating to these Terms or your use of our Services will be settled through binding arbitration, conducted by the American Arbitration Association ("AAA") and in accordance with their Commercial Arbitration Rules. Your responsibility to pay any filing, administrative, or arbitrator fees will be solely as set forth in the AAA rules. To the extent permitted under AAA rules, the arbitrator may award costs, fees, and expenses, including reasonable attorney's fees, to the prevailing party. A decision reached by arbitration will be final and binding and may be entered as a judgment by any court having jurisdiction. You understand that there is no judge or jury in arbitration, and that other procedural rights such as discovery and appeal are not available in an arbitration. **YOU AND QUIZLET KNOWINGLY AND VOLUNTARILY AGREE TO WAIVE YOUR RESPECTIVE RIGHTS TO A TRIAL BY JUDGE OR JURY AND TO HAVE YOUR CASE HEARD IN A COURT OF LAW.**
21. **Disputes will be settled on an individual basis: YOU AND QUIZLET KNOWINGLY AND VOLUNTARILY AGREE TO WAIVE YOUR RESPECTIVE RIGHTS TO BRING OR PARTICIPATE IN A CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE ACTION OR ARBITRATION.** Notwithstanding this clause, each party may seek injunctive or other equitable relief in a court of competent jurisdiction in San Francisco County to protect the party's intellectual property rights pending completion of the arbitration.
20. **Governing Law.** Quizlet is located in California, with our headquarters in San Francisco. Except to the extent any applicable law provides otherwise, these Terms of Service and any access to or use of the Service will be governed by the laws of the state of California, U.S.A., excluding its conflict of law provisions, regardless of where you are located in the world.
21. **Venue.** Any dispute subject to Binding Arbitration will take place in San Francisco County, California. For any other judicial action that may arise between you and Quizlet, or for which our Binding Arbitration clause is found not to apply, both you and Quizlet agree to submit to the venue and personal jurisdiction of the state and federal courts located in San Francisco County, California.
22. **General Representation and Warranty.** You represent and warrant that your use of the Service will be in accordance with [Quizlet's Privacy Policy](#), with these Terms of Service, with any applicable laws and regulations, including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside, and with any other applicable policy or terms and conditions.
23. **Indemnification.** You agree to defend, indemnify and hold harmless Quizlet, its contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising from your use of the Service, including but not limited to, any violation of any representation or warranty contained in these Terms of Service.

24. **Miscellaneous.** You agree to defend, indemnify and hold harmless Quizlet, its contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising from your use of the Service, including but not limited to, any violation of any representation or warranty contained in these Terms of Service.
25. **Severability.** If any part of these Terms of Service is held invalid or unenforceable, that part will be construed to reflect the drafter's original intent, and the remaining portions will remain in full force and effect.
26. **Non-waiver of Rights.** A waiver by either party of any term or condition of these Terms of Service or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof.
27. **Assignment.** You may assign your rights under these Terms of Service to any party that consents to, and agrees to be bound by, its terms. Quizlet may assign its rights under these Terms of Service without condition. These Terms of Service will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.
28. **Survival of Terms.** These Terms continue to apply, even after you close your account or cease using the Service.