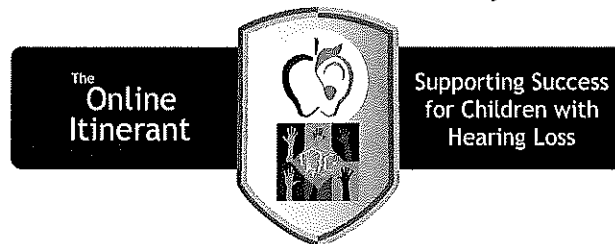


## The Professional Academy



*Everything you need to meet your professional development needs and connect with others who work with deaf and hard of hearing students.*

*No subs! No travel!*

*Access your trainings from the comfort of your own home, classroom, or even car!*

### Price Quote

POs can be faxed to 480-393-4331 or  
emailed to [orders@success4kidswhl.com](mailto:orders@success4kidswhl.com)

**DATE: 4/28/2020**

Quoted to:

Cathy Surprenant

[cathy.surprenant@boone.kyschools.us](mailto:cathy.surprenant@boone.kyschools.us)

Quantity	Description	Unit Price	Other Info	Total
4	Professional Academy Membership	\$199.00		\$796.00
4	District Discount (-25%)	-\$49.75		-\$199.00
			Total	\$597.00

**\*\*This price quote is valid for 90 days\*\***

**Thank you for your interest in The Professional Academy!**



[Home Professional Academy Signing Room Login](#)

# Terms

## TERMS OF USE

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Your access to and use of this website, as well as all related websites operated by The Online Itinerant, LLC, which includes TheOnlineItinerant.com, TheOnlineItinerant.org, among others, (collectively the "Site") is subject to the following terms and conditions ("Terms of Use") and all applicable laws. By accessing and browsing the Site, you accept, without limitation or qualification, the Terms of Use and acknowledge that any other agreements between you and the Site are superseded and of no force or effect:

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2. All Content, such as text, data, graphics files, videos and sound files, and other materials contained in the Site, are copyrighted unless otherwise noted and are the property of the Company and/or a supplier to the Company. No such materials may be used except as provided in these Terms of Use.

3. All trade names, trademarks, and images and biographical information of people used in the Company Content and contained in the Site, including without limitation the name and trademark "The Online Itinerant", are either the property of, or used with permission by, the Company. The use of Content by you is strictly prohibited unless specifically permitted by these Terms of Use. Any unauthorized use of Content may violate the copyright, trademark, and other proprietary rights of the Company and/or third parties, as well as the laws of privacy and publicity, and other regulations and statutes. Nothing contained in this Agreement or in the Site shall be construed as granting, by implication or otherwise, any license or right to use any Trademark or other proprietary information without the express written consent of the Company or third party owner. The Company respects the copyright, trademark and all other intellectual property rights of others. The Company has the right, but has no obligation, to remove content and accounts containing materials that it deems, in its sole discretion, to be unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Use. If you believe and/or that any work belonging to you has been reproduced on the Site or in any Content in any way, you may notify Company at [TheOnlineItinerant@gmail.com](mailto:TheOnlineItinerant@gmail.com). Please provide your name and contact information, the nature of your work and how it is being violated, all relevant

copyright and/or trademark registration information, the location/URL of the violation, and any other information you believe is relevant.

4. While the Company uses reasonable efforts to include accurate and up-to-date information in the Site, the Company makes no warranties or representations as to its accuracy. The Company assumes no liability or responsibility for any errors or omissions in the content of the Site.

5. When you register with the Company and/or this Site, you expressly consent to receive any notices, announcements, agreements, disclosures, reports, documents, communications concerning new products or services, or other records or correspondence from The Online Itinerant. You consent to receive notices electronically by way of transmitting the notice to you by email.

6. If you send comments or suggestions about the Site to the Company, including, but not limited to, notes, text, drawings, images, designs or computer programs, such submissions shall become, and shall remain, the sole property of the Company. No submission shall be subject to any obligation of confidence on the part of the Company. The Company shall exclusively own all rights to (including intellectual property rights thereto), and shall be entitled to unrestricted use, publication, and dissemination as to all such submissions for any purpose, commercial or otherwise without any acknowledgment or compensation to you.

7. The Online Itinerant shall use commercially reasonable efforts to restrict unauthorized access to our data and files. However no system whether or not password protected can be entirely impenetrable. You acknowledge that it may be possible for an unauthorized third party to access, view, copy, modify, or distribute the data and files you store using the Site. Use of the Site is completely at your own risk.

8. The Online Itinerant will not intentionally disclose any personally identifying information about you to third parties, except where The Online Itinerant, in good faith, believes such disclosure is necessary to comply with the law or enforce these Terms of Use. By using the Site, you signify your acceptance of the Company's Privacy Policy,

<https://www.theonlineinherent.com/pages/privacy-policy>. If you do not agree with this Privacy Policy, in whole or part, please do not use this Site.

9. NEITHER THE COMPANY NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR MAINTAINING THE SITE AND/OR ANY CONTENT ON THE SITE SHALL BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO OR USE OF THE SITE. WITHOUT LIMITING THE FOREGOING, ALL CONTENT ON THE SITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF THE MATERIALS IN THE SITE, THE RESULTS OF THE USE OF SUCH MATERIALS, THE SUITABILITY OF SUCH MATERIALS FOR ANY USER'S NEEDS OR THE LIKELIHOOD THAT THEIR USE WILL MEET ANY USER'S EXPECTATIONS, OR THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR CORRECTION. THE COMPANY LIKEWISE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS OR GUARANTEES THAT YOU WILL EARN ANY MONEY USING THE SITE OR THE COMPANY'S TECHNOLOGY OR SERVICES. YOU ACCEPT ALL RESPONSIBILITY FOR EVALUATING YOUR OWN EARNING POTENTIAL AS WELL AS EXECUTING YOUR OWN BUSINESS AND SERVICES. YOUR EARNING POTENTIAL IS ENTIRELY DEPENDENT ON YOUR OWN PRODUCTS, IDEAS, TECHNIQUES; YOUR EXECUTION OF YOUR BUSINESS PLAN; THE TIME YOU DEVOTE TO THE PROGRAM, IDEAS AND TECHNIQUES OFFERED AND UTILIZED; AS WELL AS YOUR FINANCES, YOUR KNOWLEDGE AND YOUR SKILL. SINCE THESE FACTORS DIFFER AMONG ALL INDIVIDUALS, THE COMPANY CANNOT AND DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS OR GUARANTEES REGARDING YOUR SUCCESS OR INCOME LEVEL. THE COMPANY DOES NOT WARRANT THAT USE OF THE MATERIALS WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE, THE CONTENT, AND/OR THE MATERIALS AVAILABLE ON THIS SITE ARE FREE FROM BUGS OR VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ASSUME ALL RESPONSIBILITY FOR THE COST OF ALL

NECESSARY REPAIRS OR CORRECTIONS. THE COMPANY SHALL NOT BE RESPONSIBLE FOR ANY PERFORMANCE OR SERVICE PROBLEMS CAUSED BY ANY THIRD PARTY WEBSITE OR THIRD PARTY SERVICE PROVIDER. ANY SUCH PROBLEM SHALL BE GOVERNED SOLELY BY THE AGREEMENT BETWEEN YOU AND THAT PROVIDER. Please note that the applicable jurisdiction may not allow the exclusion of implied warranties. Some of the above exclusions may thus not apply to you.

10. THE COMPANY SHALL NOT BE RESPONSIBLE FOR ANY PERFORMANCE OR SERVICE PROBLEMS CAUSED BY ANY THIRD PARTY WEBSITE OR THIRD PARTY SERVICE PROVIDER (including, for example, your web service provider service, Stripe payment services, your software and/or any updates or upgrades to that software). ANY SUCH PROBLEM SHALL BE GOVERNED SOLELY BY THE AGREEMENT BETWEEN YOU AND THAT PROVIDER. THE COMPANY RESERVES THE RIGHT TO DETERMINE, IN ITS SOLE DISCRETION, WHETHER THE COMPANY IS RESPONSIBLE FOR ANY SUCH MALFUNCTION OR DISRUPTION. THE COMPANY ALSO RESERVES THE RIGHT TO LIMIT YOUR USE OF THE SITE AND/OR THE CONTENT OR TO TERMINATE YOUR ACCOUNT SHOULD THE COMPANY DETERMINE THAT YOU HAVE VIOLATED THESE TERMS OF USE, OR THAT YOU HAVE VIOLATED ANY OTHER RULES OR CONDITIONS OF THE COMPANY. THE COMPANY RESERVES THE RIGHT TO REFUSE ACCESS TO THE SITE AND/OR THE COMPANY'S CONTENT, PRODUCTS AND/OR SERVICES TO ANYONE IN ITS SOLE DISCRETION. THE COMPANY RESERVES THE RIGHT TO DETERMINE, IN ITS SOLE DISCRETION, WHETHER THE COMPANY IS RESPONSIBLE FOR ANY SUCH MALFUNCTION OR DISRUPTION. THE COMPANY MAY, IN ITS SOLE DISCRETION, REFUND THE INITIAL FEE CHARGED FOR ANY USE OF THE SITE AND/OR ANY CONTENT OR A PRO-RATA PORTION THEREOF CONSISTENT WITH THE COMPANY'S REFUND POLICY. THE COMPANY SHALL REFUSE ANY REFUND THIRTY (30) DAYS AFTER YOUR PAYMENT FOR USE OF THE SITE AND/OR ANY CONTENT, EITHER PURSUANT TO THE COMPANY'S CUSTOMER LICENSE AGREEMENT OR OTHERWISE, REGARDLESS OF THE REASON FOR DISRUPTION.

11. IN NO EVENT SHALL THE ONLINE ITINERANT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, RELIANCE OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT, INCLUDING, BUT NOT LIMITED TO, DAMAGE OR LOSS OF PROPERTY, EQUIPMENT, INFORMATION OR DATA, LOSS OF PROFITS, REVENUE OR GOODWILL, COST OF CAPITAL, COST OF REPLACEMENT SERVICES, OR CLAIMS FOR SERVICE INTERRUPTIONS OR TRANSMISSION PROBLEMS, OCCASIONED BY ANY DEFECT IN THE SITE, THE CONTENT, AND/OR RELATED MATERIALS, THE INABILITY TO USE SERVICES PROVIDED HEREUNDER OR ANY OTHER CAUSE WHATSOEVER WITH RESPECT THERETO, REGARDLESS OF THEORY OF LIABILITY. THIS LIMITATION WILL APPLY EVEN IF THE COMPANY HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

12. You agree to indemnify and hold The Online Itinerant and each of its directors, officers employees, and agents, harmless from any and all liabilities, claims, damages and expenses, including reasonable attorney's fees, arising out of or relating to (i) your breach of this Agreement, (ii) any violation by you of law or the rights of any third party, (iii) any materials, information, works and/or other content of whatever nature or media that you post or share on or through the Site, (iv) your use of the Site or any services that the Company may provide via the Site, and (v) your conduct in connection with the Site or the services or with other users of the Site or the services. The Company reserves the right to assume the exclusive defense of any claim for which we are entitled to indemnification under this Section. In such event, you shall provide the Company with such cooperation as is reasonably requested by the Company.

13. The provisions of these Terms of Use are for the benefit of the Company, its subsidiaries, affiliates and its third party content providers and licensors, and each shall have the right to assert and enforce such provisions directly or on its own behalf.

14. Membership Term: A membership shall be effective upon the acceptance by The Online Itinerant of Your Application as set forth above and shall continue for an initial term of one (1) year ("Initial Membership Term").

Upon the expiration of the Initial Membership Term, the membership shall automatically renew for consecutive one (1) year terms(s) (each a "Renewal Term") unless either You or Company terminate the Renewal Term by written notice no later than fifteen (15) days after the commencement of that Renewal Term. Provided that You have timely terminated the Renewal Term, Annual Membership Fees paid in advance for the Renewal Term shall be refunded by Company. Notwithstanding the foregoing, within the first thirty (30) days of the Initial Membership Term, You may cancel Your membership and receive a refund of Your Annual Membership Fee by sending written or email notice to the Community Contact, or by selecting to cancel Your account through Your dashboard on the Sites, if You have not yet utilized any of the following Member Benefits (to the extent they are available to Your Community): (i) Concierge Support for more than general questions on how to use the Sites or a listing of Member Benefits, (ii) the redemption or attempted redemption of any Marketplace Offerings or contact with a Marketplace Provider about purchasing any Marketplace Offering, (iii) the submission or publication of any marketing or promotional materials or (iv) the use of Your membership to contact any other Member.

1. Termination: Notwithstanding the foregoing, Company may terminate Your membership in the Community and this Agreement immediately on notice in the event You (i) violate the Community Terms or any of the Policies, including but not limited to the Member Code of Conduct (as defined herein) as determined in Company's sole discretion; (ii) reproduce confidential Member communications without the express written permission of the other Member; (iii) are the subject of good faith (as determined in the sole discretion of Company) complaints from three (3) different Members; (iv) misrepresent or include false information in Your Application or during the Application or registration process; (v) violate any rules of professional conduct to which You are subject; (vi) become the



subject of a federal criminal investigation or civil investigation for actions a felony or any acts of moral turpitude or dishonesty; (vii) are charged with or convicted of any felony or any misdemeanor involving moral turpitude or dishonesty; (viii) engage in conduct which, if publicly revealed, would harm the esteem of the Community, whether or not such conduct constitutes crimes; (ix) enroll as a Member in any Community for a purpose other than to utilize the Member Benefits (in Company's sole discretion); (x) solicit other Members for the sale of products, services, or investments, whether within the Sites or elsewhere; or (xi) do anything which, in the Company's sole reasonable discretion, is harmful to the Company's reputation or goodwill. In the event Your membership is terminated prior to the expiration of the Initial Term or any Renewal Term pursuant to this Section, it is expressly acknowledged and agreed that You shall not be entitled to a refund of any portion of Your Annual Membership Fee though the Company reserves the right to refund all or a portion of Your Annual Membership Fee with or without the requirement of the execution of a release. 2. Annual Membership Fee: You agree to pay the Annual Membership Fee for each year in which You are a Member as set forth in Section 4 above (the "Annual Membership Fee"). Additionally, You agree to pay any and all prices and fees in connection with any additional Product Terms in connection with any Member Benefits and Marketplace Offerings purchased or obtained by You, if applicable. In the event Your membership is terminated other than (i) at the conclusion of an Initial Membership Term or any Renewal Term as provided for in this Agreement, (ii) within the first fifteen (15) days of a Renewal Term

as set forth in Section 4(A) or (iii) within the first thirty (30) days of the Initial Term as set forth in Section 4(A), You shall not be entitled and shall not receive a refund of any portion of Your Annual Membership Fee. **You further acknowledge and agree that the Annual Membership Fee associated with Your membership does not guarantee any benefits or results in connection with Your membership and You shall not be entitled to a refund of Your Annual Membership Fee on the belief that Your membership was unsatisfactory or did not live up to Your expectations.** All fees for Member Benefits are non-refundable unless otherwise expressly noted in any Product Terms, even if Your access or use of the Sites or Member Benefits are suspended, terminated, or transferred prior to the end of the annual period. Company expressly reserves the right to change or modify its Annual Membership Fee for the next yearly term and any Product Terms upon thirty (30) days' electronic notice to You, which such changes or modifications shall be posted online at the Sites or as otherwise permitted in the Community Terms and effective without need for further notice to You. If You have purchased or obtained membership for a period of months or years, changes or modifications in prices and fees shall be effective when the membership in question come up for renewal as further described below, provided that if Your purchase of membership is not for a set term, the modification shall be effective no less than thirty (30) days after posting of the modification.

3. Annual membership is for a SINGLE PERSON and cannot be shared with others. YOUR MEMBERSHIP MAY BE

REVOKED IF THIS POLICY IS NOT  
FOLLOWED.

Unless as otherwise expressly set forth in the Company Terms, the Annual Membership Fee shall be due in full upon the commencement of the Initial Membership Term and upon the commencement of each Renewal Term. **FOR THE AVOIDANCE OF DOUBT, EVEN IF THE COMMUNITY TERMS PERMIT PAYMENT OF THE ANNUAL MEMBERSHIP FEE ON A MONTHLY, QUARTERLY OR SEMI-ANNUAL BASIS, SUCH OPTION SHALL MERELY BE A PAYMENT PLAN OPTION AND SHALL NOT AFFECT THE MEMBERSHIP TERM, WHICH SHALL STILL BE ON AN ANNUAL BASIS AND THE ANNUAL MEMBERSHIP FEE FOR THE ENTIRE YEAR SHALL STILL BE DUE.** Except as otherwise expressly set forth in any Company Terms or Product Terms, You shall provide a valid credit card to be stored on file in order to pay the Annual Membership Fee and for any fee in connection with the Member Benefits which You choose to purchase or exercise ("Payment Method"). You hereby authorize Company to charge Your Payment Method for the Annual Membership Fee and any fees or charges related to the Member Benefits when due that in the event that Your Payment Method belongs to or is provided by an employer or other third party, that You are authorized to provide such Payment Method, that if such Payment Method is revoked You are still liable for payments due hereunder and that You shall indemnify Company against any claim by a third party that Company was not authorized to utilize the Payment Method provided by You or on Your behalf. You acknowledge and agree that where refunds are issued to Your Payment Method, Company's issuance of a refund receipt is only confirmation that Company has submitted Your refund to the Payment Method charged at the time of the original sale, and that Company has absolutely no control over when the refund will be applied toward Your Payment Method's available balance. You further acknowledge and agree that the payment provider and/or individual issuing bank associated with Your Payment Method establish and regulate the time frames for posting Your refund, and that such refund posting time frames may range from five (5) business days to a full billing cycle, or longer.

IN ORDER TO ENSURE THAT YOU DO NOT EXPERIENCE AN INTERRUPTION OR LOSS OF ANY MEMBER BENEFIT, COMPANY OFFERS AN AUTOMATIC RENEWAL OF YOUR MEMBERSHIP WHICH MAY BE TERMINATED BY YOU UP TO FIFTEEN (15) DAYS AFTER SUCH AUTOMATIC RENEWAL. IN THE EVENT OF A TIMELY TERMINATION BY YOU WITHIN THE ALLOTTED FIFTEEN (15) DAY PERIOD, YOU SHALL BE ENTITLED TO A REFUND OF YOUR ANNUAL MEMBERSHIP FEE FOR SUCH RENEWAL TERM. IN ADDITION TO YOUR MEMBERSHIP, COMPANY MAY OFFER AN AUTOMATIC RENEWAL OPTION FOR CERTAIN MEMBER BENEFITS IN THE EVENT THAT AN AUTOMATIC RENEWAL OPTION IS AVAILABLE AND YOU DO NOT OPT OUT OF SUCH AN OPTION AS SET FORTH IN SECTION 4(A), YOU HEREBY ACKNOWLEDGE AND AGREE THAT COMPANY WILL KEEP YOUR PAYMENT METHOD INFORMATION ON FILE AND YOU HEREBY AUTHORIZE COMPANY TO CHARGE YOUR PAYMENT METHOD WHEN YOUR MEMBERSHIP TERM OR AN ADDITIONAL CHARGE IN CONNECTION WITH A PRODUCT TERM IS UP FOR RENEWAL THEREBY AUTOMATICALLY RENEWING THE SAME FOR THE SAME PERIOD OF TIME AS THE PRIOR TERM.

If for any reason Company is unable to charge Your Payment Method for the full amount owed or if Company receives notification of a chargeback, reversal, payment dispute, or is charged a penalty for any fee it previously charged to Your Payment Method, You agree that Company may (i) pursue all available lawful remedies in order to obtain payment, including but not limited to, immediate cancellation of Your membership or any Member Benefit in connection thereto, without notice to You; (ii) suspend Your account; and (iii) in the event that Company pursues any action for the collection of monies due to Company from You hereunder, Company shall be entitled to reimbursement of its costs and expenses in connection with such actions include any attorneys or arbitrator fees.

In the event of suspected fraudulent activity or erroneous charges on or in connection with Your account or Payment Method, You agree to contact the Community Contact as soon as possible with the subject line "Suspected Fraudulent Activity" or "Erroneous Charges" or call the telephone number associated with the Community Contact.

Free/ Discounted Trial: The Initial Membership Term may be provided gratis or at a discounted rate, allowing You or other Members to receive Your Member Benefits free or at a discount for a limited period of time ("Trial Pricing"). If You receive Trial Pricing at the time of sign-up, Your Payment Method will be verified but not charged. The provision of Trial Pricing may be offered to some or all Members as determined by Company in its sole discretion, and because one Member is offered Trial Pricing does not entitle You to such Trial Pricing. Company reserves the right, in its absolute discretion, to determine any Trial Pricing and the granting thereof in its sole discretion. If Trial Pricing is offered and accepted by You, the Company will begin billing Your Payment Method as set forth above at the commencement of the Renewal Term unless You cancel Your membership prior to the end of the Initial Membership Term. At the conclusion of a Trial Pricing period, Your Annual Membership Fees will automatically revert to the then-market rate for Annual Membership Fees applicable to Your Community, as determined in Company's sole discretion.

To view the specific details of Your membership, including Annual Membership Fees and the end date of Your Trial Pricing, visit "My Account" in Your dashboard on the Site. You will not receive a notice from Company that Your Trial Pricing period has ended or that that You will be charged upon the commencement of the Renewal Term. Company reserves the right, in its absolute discretion, to withdraw or modify any Trial Pricing or promotions at any time upon notice and with no liability.

15. These Terms of Use may be revised from time to time by updating this posting. You are bound by any such revisions and should therefore periodically visit this page to review the then current Terms of Use to which you are bound.

Last Updated: June 26, 2018