



Social Express Program Order Form

Organization: _____ Date: _____

Send Invoice to:

Name: _____

Position: _____

Billing Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email Address: _____

Payment Information:

Make check or purchase order payable to "The Language Express".

☐ Purchase Order

☐ Check

☐ Credit Card

IMPORTANT NOTE FOR CREDIT CARD USERS: For your security, we can only accept credit card orders by phone at 760.815.5706. Customers wishing to remit payment by credit card will be contacted by Customer Service once their order has been processed.

REQUIRED INFORMATION

ALL PROGRAMS REQUIRE AN ACCOUNT HOLDER. YOUR ORDER CANNOT
BE PROCESSED WITHOUT THIS INFORMATION!

Account Holder

Name: _____

Position: _____

Phone: _____

Email: _____

☐ Standard Activation (Activates Within 48 Hours of Receipt)

☐ Activate Licenses on: _____

Agreed by Organization Authorized Signer

Name: _____

Title: _____

Signature: _____

PLEASE NOTE

By placing an order for The Social Express, you are agreeing to the Terms of Use as outlined on
<https://lexlogin.com/terms-of-use/>

Pricing

Our programs are billed according to the number of users who will login to a program. All accounts require a minimum of 1 Teacher as a user. All licenses expire one (1) calendar year after activation date.

Benefits of A Student Login:

- May be used at School or Distant Learning
- Detailed Reports for Progress and Usage
- Self-Directed, Interactive Lessons

USERS (Per Program)	PRICE (Per Program)
Teachers	\$ 99.00 (per teacher)
Students	
Up to 25 Users	\$ 11.00 (per student)
Up to 50 Users	\$ 10.00 (per student)
Up to 100 Users	\$ 9.00 (per student)
100+ Users	\$ 8.00 (per student)

Programs

Teachers (# x Price)

Students (# x Price)

Price

☒ The Social Express

(1 x 99)

+

(_____ x _____)

=

99.00

☐ Cool School

(_____ x _____)

+

(_____ x _____)

=

0.00

☐ Teen Career Path

(_____ x _____)

+

(_____ x _____)

=

0.00

License Subtotal

99.00

Training

This 60-minute web-based training covers an overview of the system including implementation considerations, like adding teachers and students to the platform, as well as a curriculum overview and report overview.

Training is strongly recommended for all programs.

# of Users	Price
Up to 250 Participants	\$ 350.00

How To Order

Via email: contact@socialexpress.com

Via fax: 760.683.3100

Via phone: 760.815.5706

Via mail: The Social Express
162 S. Rancho Santa Fe Road
Suite E 70, Box 228
Encinitas, CA 92024

Inquiries may be directed to: contact@socialexpress.com
For more information, please visit: www.socialexpress.com

Totals

License Subtotal

99.00

Training Subtotal

0.00

State Sales Tax (if applicable)

GRAND TOTAL

99.00

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Prices are valid until June 30, 2021.

www.socialexpress.com



Terms of Use

Terms of Use

Updated March 19th, 2020

This Website and its services are for educational use only. Nothing contained in this Website is or should be considered, or used as a substitute for medical advice, diagnosis, or treatment. We advise users to always seek the advice of a physician or other qualified health care provider with any questions regarding personal health or medical conditions.¹

CONTRACT. The ordering or acceptance of any Products (defined in section 24 below) purchased from The Social Express, Inc (LEX) or its applicable subsidiaries or affiliates (collectively, “LEX”) by any purchaser (each a “Purchaser”) shall constitute an agreement to these standard terms and conditions set forth herein (the “Terms”). These Terms, together with the terms and conditions of purchase collectively constitute the sole agreement between the parties relating to the subject matter hereof, except for any agreements, amendments, or waivers agreed to in writing. Any contrary or inconsistent terms to these Terms appearing on purchase orders, acknowledgments, or other documents of Purchaser or oral stipulations shall not be binding on LEX and or its applicable subsidiaries or affiliates .

2. BILLING AND PAYMENT. All amounts owing from Purchaser to LEX with respect to any Products purchased from LEX are due within thirty (30) days of the date set forth on LEX’s invoice. Accounts must be current before subsequent shipments will be made. Purchaser credit limits may be established and modified by LEX in its sole discretion. Past due accounts are subject to a one percent (1%) monthly finance charge. Unless a set-off or deduction is specifically provided for by LEX in a valid credit memo, Purchaser may not charge back to LEX or make any set-offs or deductions, including, but not limited to, set-offs or deductions for violations of customer shipping or routing guidelines and/or other promotional programs. LEX shall process any credit to Purchaser’s account in accordance with LEX’s standard practices and procedures. For any payments made by credit card, Purchaser represents and warrants that it will not use any credit card or other form of payment unless Purchaser maintains all necessary legal authorization to do so. If LEX does not receive payment from Purchaser’s credit card issuer or its agent, Purchaser agrees to pay

all amounts due upon demand by LEX or its applicable subsidiaries or affiliates or its agents. Unless Purchaser notifies LEX of any discrepancies within sixty (60) days after they first appear on Purchaser's credit card statement or LEX invoice, Purchaser agrees that they will be deemed accepted by Purchaser for all purposes, unless otherwise required by applicable law.

3. ACCEPTANCE, PRICES, AND TERMS. Orders for Products are subject to acceptance and availability. LEX's list prices and other terms shown are subject to change without notice.

4. TAXES. Where appropriate, Purchaser shall provide LEX with a duly executed tax certificate indicating that such purchase is for exemption or resale and listing Purchaser's sales tax registration number for each state into which LEX's. LEX shall have no liability for any tax required to be billed, collected, and/or remitted by Purchaser as a result of sales of Products made by Purchaser, and Purchaser shall defend, indemnify, and hold harmless LEX against all losses, penalties, interest, and expense (including reasonable attorneys' fees) arising out of any claims relating to such liability for taxes.

5. COMPLIANCE WITH LAWS. Purchaser shall comply with all applicable laws and regulations applicable to the purchase and use of Products.

6. LEX's INTELLECTUAL PROPERTY RIGHTS. The intellectual property contained in the Products (and any derivative works based on the Products) is confidential and/or proprietary information of LEX or its licensors and is protected by copyright and other intellectual property rights.

7. TERMS APPLICABLE TO SOFTWARE AND OTHER DIGITAL PRODUCTS.

A. Any subscription to software under these Terms is for the time period or term listed in the applicable order form. If Purchaser wishes to extend any subscription or license term(s), a purchase order, change order, or amendment is to be negotiated for additional fees.

B. All cancellations will need to be sent in writing to contact@socialexpress.com. Your account will remain active until the next payment is due.

C. Any software subscribed to under these Terms is to be hosted by or through LEX

D. Purchaser acknowledges that Digital Products may include security technology to ensure that they may only be used in accordance with the applicable license rights.

E. Purchaser may not: (1) re-sell, rent or lease a Digital Product or any part of it; (2) copy any part of a Digital Product, except where specifically indicated otherwise or for back-up purposes; (3) reverse engineer, decompile or disassemble a Digital Product or the software through which it is delivered, or convert it into any other format or medium; (4) use more copies of a Digital Product, or deploy a Digital Product on more devices or at more sites, than are authorized by these Terms and the applicable LEX's Cost Proposal or Quotation and order form, or (5) sub-license the Digital Products except as permitted by LEX.

F. In connection with Purchaser's use of Digital Products, LEX's K-12 Privacy Policy is located at <http://thesocialexpress.com/privacy-policy-thesocialexpresscentralstation-com/>

Please note that in some instances there are other specific privacy policies that may apply to certain LEX or its applicable subsidiaries or affiliate Digital Products. In such cases, you should refer to the applicable privacy policy for that Digital Product(s).

8. **PURCHASE AUTHORIZATION.** By ordering Products, Purchaser represents and warrants that it has complied with any and all of its own requirements necessary to authorize the purchase. Purchaser is solely responsible for all purchase decisions, including ensuring the compatibility and suitability of all Products.

9. **EQUAL OPPORTUNITY CLAUSE.** Pursuant to Presidential Executive Order 11246, as amended by Presidential Executive Order 11375, the Vietnam Era Veterans' Readjustment Act of 1974 and the Rehabilitation Act of 1973 as amended, LEX does not and Purchaser shall not engage in any discriminatory practices based on race, color, religion, national origin, or physical or mental handicap. To the degree they are applicable, the following provisions are incorporated herein by reference and are binding upon and the Rehabilitation Act of 1973 as amended, and Purchaser as if set forth fully at length herein: 41 CFR 60-1.4; 41 CFR 60-250.4 and 41 CFR 60-741.4.

10. **FORCE MAJEURE.** LEX shall not be deemed in default of its obligations to Purchaser to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, riots, acts of government, shortage of materials and supplies, or any other cause beyond its reasonable control.

11. **SOLVENCY.** By ordering and accepting delivery of Products, Purchaser represents to LEX that Purchaser is solvent and will make payment in full when due for such Products in accordance with the applicable invoice. In the event that the Purchaser orders and/or accepts delivery of any Products while insolvent, Purchaser shall immediately return all such

Products to LEX and any and all Products en route to Purchaser at such time shall be returned immediately upon Purchaser's receipt thereof. Events which shall be deemed to establish Purchaser's insolvency include, but are not limited to, the filing of a bankruptcy petition by or against Purchaser and/or Purchaser's admission of its inability to pay its debts when due.

12. INDEMNIFICATION. To the extent allowed by law and subject to the right of Purchaser to raise the defense(s) of sovereign governmental or qualified immunity against third party claims, Purchaser will indemnify, defend and hold harmless LEX its parent companies, subsidiaries, affiliates, directors, officers and employees from any third party claims, causes of action, damages, costs, liabilities or expenses that arise from a breach of these Terms or from improper, illegal or unauthorized use, distribution or operation of the Products.

13. DISCLAIMER OF WARRANTIES AND INDEMNITIES; LIMITATION OF LIABILITY. ALL PRODUCTS ARE PROVIDED ON AN "AS IS" BASIS, AND LEX OR ITS APPLICABLE SUBSIDIARIES OR AFFILIATE EXPRESSLY EXCLUDES THE WARRANTIES OF MERCHANT ABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON INFRINGEMENT. PURCHASER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS LEX AND ITS PARENT, AFFILIATES, SUCCESSORS AND ASSIGNS AND THEIR RESPECTIVE OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL LOSSES, COSTS AND EXPENSES (INCLUDING REASONABLE OUTSIDE ATTORNEYS' FEES AND EXPENSES) INCURRED IN DEFENDING ANY CLAIM, JUDGMENT OR PROCEEDING RELATING TO OR ARISING OUT OF: (I) PURCHASER'S BREACH OR ALLEGED BREACH OF ITS REPRESENTATIONS, WARRANTIES, OBLIGATIONS AND AGREEMENTS CONTAINED IN THESE TERMS; AND/OR (II) THE DISTRIBUTION, RESALE AND PROMOTION OF PRODUCTS BY PURCHASER. LEX WILL HAVE THE RIGHT TO CONTROL THE DEFENSE AND SETTLEMENT OF ANY CLAIMS SUBJECT TO INDEMNIFICATION HEREIN. LEX SHALL HAVE NEITHER LIABILITY NOR RESPONSIBILITY TO ANY PERSON OR ENTITY WITH RESPECT TO ANY LOSS OR DAMAGE ARISING FROM THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, LEX'S OR ITS APPLICABLE SUBSIDIARIES OR AFFILIATE FAILURE OR ALLEGED FAILURE TO FILL ORDERS BY PURCHASER IN WHOLE OR IN PART. LEX DOES NOT GUARANTEE THAT ANY DIGITAL PRODUCTS WILL BE DELIVERED ERROR-FREE OR UNINTERRUPTED. LEX DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND DIGITAL PRODUCTS MAY BE SUBJECT TO

LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. LEX SHALL NOT BE LIABLE FOR ANY DAMAGES TO COMPUTERS, COMMUNICATION SYSTEMS, DATA OR SERVICES THAT MAY ARISE AS A RESULT OF THE USE OF DIGITAL PRODUCTS. IN NO EVENT SHALL BE LIABLE TO PURCHASER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER IN TORT, CONTRACT, STRICT LIABILITY, WARRANTY OR OTHERWISE, AND REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL LEX'S TOTAL AGGREGATE LIABILITY IN CONTRACT, TORT OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THESE TERMS EXCEED THE FEES PAID OR PAYABLE BY PURCHASER DURING THE MOST RECENT TWELVE (12) MONTH PERIOD PRIOR TO THE CLAIM.

14. SEVERABILITY If any provision of these Terms is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining portions of the Terms shall remain in force and in effect and be construed so as to best effectuate the intention of the parties. The waiver of one default shall not waive subsequent defaults of the same or different kind.

15. JURISDICTION. Venue; Choice of law. These Terms and all performances and claims of every nature between us are governed by the laws of the State of California, U.S.A., without regard to any conflicts of laws principles that would result in the application of the law of a different jurisdiction. You and LEX submit to the exclusive personal jurisdiction and venue of the state and federal courts located within San Diego County, California.

16. CERTAIN DEFINITIONS. "Product(s)" means books, professional development products, CDs, DVDs, videos, other audio/ video/multimedia products, subscription services, software licenses and any other products that Purchaser may acquire from LEX. Products may include either Digital Products, Print Products, other Physical Products or both. "Digital Product(s)" means non-tangible, digital versions of Products. "Physical Product(s)" means any Product versions that are not Digital Products, including Print Products books, other printed materials, and the physical media (CDs, DVDs, videos, other audio/ video/multimedia products) that carry copies of any Digital Product(s) delivered to Purchaser, and any other physical copies of Products.

17. PROHIBITED CONDUCT. A. Prohibited Conduct. As a condition of your use of the Website, you hereby represent and warrant that you will not use the Website for any purpose that is unlawful or prohibited (including without limitation, the prohibitions in this Section) by these Terms.

- i. Sharing login credentials is prohibited.
- ii. You agree not to access or use the Website in any way that is not in compliance with any applicable local, state, national or international law (including export laws), contracts, intellectual property rights or constitutes the commission of a tort, or for any purpose that is harmful or unintended (by us), or other than in full compliance with these Terms.
- iii. You agree not to access, tamper with, or use services or areas of the Website that you are not authorized to access, including attempting to gain unauthorized access to the Website, or any part of it, other accounts, computer systems or networks connected to the Website, or any part of it, through hacking, password mining or any other means or interfere or attempt to interfere with the proper working of the Website or any activities conducted through the Website.
- iv. You agree not to alter information on or obtained from the Website.
- v. You agree not to tamper with The LEX materials.
- vi. You agree not to use any robot, spider, scraper or other automated means or interface not provided by us to access the Website without our express written permission or bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Website.
- vii. You agree not to frame any part of the Website, or link to the Website, or otherwise make it look like you have a relationship to us or that we have endorsed you or your content for any purpose without express written permission from The Social Express.
- viii. You agree not to impersonate or misrepresent your affiliation with any person or entity.
- ix. You agree not to reverse engineer any licensed software, application, tools or any other aspect of the Website or do anything that might discover source code, or bypass or circumvent measures employed to prevent or limit access to any area, content or code of the Website, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.
- x. You agree not to send to or otherwise impact the Website (or anything or anyone else) with harmful, illegal, deceptive or disruptive code such as a virus, “spyware,” “adware” or other code that could adversely impact the Website or any recipient.

xi. You agree not to take any action which might impose a significant burden (as determined by us) on the Website's infrastructure or computer systems, or otherwise interfere with the ordinary operation of the Website.

xii. Any use by you of any of The LEX and Website other than for private, non-commercial use is strictly prohibited. You agree not to reproduce, duplicate, copy, sell, trade, resell, distribute, or exploit, any portion of the Website, use of the Website, access to the Website, or outside content obtained through the Website, for any purpose other than for your personal, private, non-commercial purposes.

xiii. You agree not to use the Website if you do not meet the eligibility requirements described in Section 1 above.

xiv. You agree not to remove, circumvent, disable damage or otherwise interfere with any security-related features of the Website, features that prevent or restrict the use or copying of any part of the Website, or features that enforce limitations on the use of the Website.

xv. You agree not to obtain or attempt to obtain any materials or information through any means not intentionally made available through the Website. You agree neither to modify the Website in any manner or form, nor to use modified versions of the Website, including (without limitation) for the purpose of obtaining unauthorized access to the Website.

xvi. You agree not to make unsolicited offers, advertisements, proposals, or send junk mail or spam to other users of the Website. This includes, but is not limited to, unsolicited advertising, promotional materials or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures.

xvii. You agree not to modify, adapt, translate, or create derivative works based upon the Website or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

18. LEVEL OF SUPPORT. LEX will provide technical support for all matters concerning the website only. Users with a concern will email contact@thesocialexpress.com with a detailed explanation of the problem. A customer service representative will respond to your concern within 48 business hours of receipt. If you do not receive a reply within 48 hours, please call 877-360-0155 for further help.

