Fax: 812-336-7790

www.SolutionTree.com

#QS106541 7/30/2020

**Bill To** 

**United States** 

Boone Co School District 8330 US Highway 42 Florence KY 41042-9286 **United States** 

Ship To

Boone Co School District 8330 US Hwy 42 Attn: Linda Black Florence KY 41042 **United States** 

**TOTAL** 

\$7,000.00

Prices subject to change without notice.

PO#	Terms	Customer ID	Shipping Method
	Net 30	110706	Not Applicable

Item	Rate	Quantity	Extension
GPD011 Global PD Library	\$70.00	100	\$7,000.00

Invoice reflects US funds.

100 subscriptions renew from 8/8/2020-8/8/2021.

This quote is provided to assist you in either issuing a purchase order or in sending a check in payment for the resource(s) listed. We will ship as soon as possible after receipt of your purchase order or payment. Please send your purchase order to Orders@SolutionTree.com.

Price assumes resource(s) shipped FedEx Ground.

### PLEASE NOTE:

If you are tax exempt, kindly send a copy of your tax exempt form to Orders@SolutionTree.com to avoid being charged tax. Thank you.

Return Policy: If for any reason you are not completely satisfied with any Solution Tree product, you may return it (in undamaged and resalable condition) within 30 days of the invoice date for a full refund or credit, less shipping and handling. Solution Tree does not pay return shipping costs. Resources that are damaged or defective upon receipt from Solution Tree must be reported and returned within 30 days for full credit. We are unable to accept returns or cancel previously placed orders for Online PD products (Global PD, Mini-Courses, and PD Playlists).

\*\*\* Please call for a return authorization number and our warehouse address prior to any return; returns without an authorization number or shipped to the wrong location will be denied and returned at the sender's expense.

Subtotal	Sales Tax Total	Shipping Cost	Total
\$7,000.00	\$0.00	\$0.00	\$7,000.00

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# Global PD Terms of Use - Global PD Terms

Your use of Global PD (the "Service") is subject to all terms and policies in these Terms of Use. The Terms of Use may be revised from time to time through an updated posting, and therefore you should check the Terms of Use periodically. Revisions are effective upon posting and your continued use of the Service following the posting of revisions to the Terms of Use will indicate your acceptance of such revisions.

BY USING THE SERVICE, YOU REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THESE TERMS OF USE AND AGREE TO BE BOUND BY THEM. IF YOU DO NOT AGREE WITH ANY PART OF THESE TERMS OF USE, YOU SHOULD NOT USE THE SERVICE. BY USING THE SERVICE, YOU AGREE TO USE IT IN A MANNER CONSISTENT WITH ALL APPLICABLE LAWS AND REGULATIONS AND IN ACCORDANCE WITH THESE TERMS OF USE.

# **Privacy**

Solution Tree Inc, is concerned about the safety and privacy of all Users and others, particularly students, affected by the Service. Therefore, Users shall adhere to requirements under specific federal and state laws applicable to those involving student information, including but not limit to The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99).

### **User License**

Users are granted, subject to these Terms of Use, a personal, non-exclusive, non-assignable, and non-transferable license to access and use the Service for non-commercial use only. Modifications of any materials in the Service or use of the materials for any purpose other than as contemplated in the Service is a violation of Solution Tree' copyright and proprietary rights. You agree not to reverse engineer, duplicate, publish, modify, or otherwise distribute the materials on the Service unless specifically authorized in writing by Solution Tree to do so. Solution Tree does not guarantee the accuracy or completeness of any information or content. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

# **Postings**

To the extent that certain aspects of the Service provide Users an opportunity to post messages or provide other information (collectively, "Postings"), BE ADVISED THAT SOLUTION TREE HAS NO OBLIGATION TO SCREEN, EDIT, OR REVIEW SUCH POSTINGS PRIOR TO THEIR APPEARANCE IN THE SERVICE, and Postings do not necessarily reflect the views of Solution Tree. To the fullest extent permitted by applicable laws, Solution Tree shall in no event have any responsibility or liability

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for the Postings (or the loss thereof for any reason) or for any claims, damages, or losses resulting from their use (or loss) and/or appearance in the Service. The Postings and any personal information you submit for viewing may be accessible and viewable to other Users on your Account. Solution Tree reserves the right to monitor all Postings and to remove anything which it considers in its absolute discretion to be offensive or otherwise in breach of these Terms of Use or for any other reason as it deems necessary. You hereby represent and warrant that you have all necessary rights in and to all Postings and all material they contain; that your Postings shall not infringe any proprietary or other rights of third parties; that your Postings shall not contain any viruses or other contaminating or destructive devices or features; that your Postings will not contain any defamatory, indecent, offensive, tortious, or otherwise unlawful material or content; and that your Postings will not be used to carry out or solicit any unlawful activity and/or be used to make commercial solicitations.

You hereby authorize Solution Tree to use and/or authorize others to use all or part of your Postings in any manner, format, or medium that Solution Tree or such other parties see fit. You shall have no claim or other recourse against Solution Tree for infringement of any proprietary right in Postings.

### **Unlawful Use**

As a condition of your use of the Service, you warrant to Solution Tree that you will not use the Service for any purpose that is unlawful or prohibited by the Terms of Use. You agree not to use the Service in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party's use and enjoyment of the Service. You agree not to obtain or attempt to obtain through the Service any materials or information not intentionally made available to you through the Service.

### **Maintenance**

Solution Tree reserves the right at any time to suspend the Service, or any part thereof, with or without notice, for the purpose of performing maintenance. You agree that Solution Tree will not be liable to you or any third party for any modification, suspension, or discontinuation of the Service, or any part thereof.

### **Links to Other Sites**

The Service may provide links to third party websites or resources. Because we do not control such websites and resources, you acknowledge and agree that Solution Tree is not responsible or liable for the content, products or performance of such third party websites and resources, and you hereby irrevocably waive any claim against Solution Tree with respect to such websites and resources. Solution Tree reserves the right to terminate any link at any time without notice. The inclusion of a link to such another website or resource does not constitute or imply an endorsement, authorization, sponsorship, or affiliation by Solution Tree of that website or resource, or any products or services provided therein. The information practices of those websites are not covered by our privacy policy or any other policies or terms applicable to the Service. We recommend that you review any terms of use and privacy policy of any linked third party website before providing any information to that website or using its products and services.

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## **Disclaimer of Warranties**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- 1)
  YOUR USE OF THE SERVICE IS AT YOUR OWN RISK. THE SERVICE IS PROVIDED ON AN
  "AS IS" AND "AS AVAILABLE" BASIS. SOLUTION TREE EXPRESSLY DISCLAIMS ALL
  WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT
  LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A
  PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- 2) SOLUTION TREE MAKES NO WARRANTY THAT
  - a.i)
     THE SERVICE WILL MEET YOUR REQUIREMENTS,
  - a.ii)
     THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE,
  - a.iii)
    THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE
    ACCURATE OR RELIABLE,
  - a.iv)
     THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND
  - a.v)
     ANY ERRORS OR DEFECTS IN THE SERVICE WILL BE CORRECTED.
- ANY MATERIAL UPLOADED/DOWNLOADED OR OTHERWISE OBTAINED, FROM THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK; SOLUTION TREE SHALL NOT BE LIABLE, AND YOU WILL BE SOLELY RESPONSIBLE, FOR ANY AND ALL LOSS, OR CORRUPTION, OF DATA UPLOADED OR INPUTTED BY YOU THROUGH THE USE OF THE SERVICE, AND ALL SERVICING, REPAIR, OR CORRECTION AND ANY DAMAGE TO YOUR HARDWARE AND SOFTWARE THAT MAY RESULT FROM THE USE OF THE SERVICE.

# **Limitation of Liability**

IN NO EVENT SHALL SOLUTION TREE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE OR DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM:

- 1)
   THE LOSS OF DATA AND/OR THE USE OR THE INABILITY TO USE THE SERVICE;
- THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR

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MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE;

- 3)
  UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA;
- 4) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR
- 5) ANY OTHER MATTER RELATING TO THE SERVICE.

### **Exclusions and Limitations**

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF THE ABOVE MAY NOT APPLY TO YOU.

# Indemnification

You agree to indemnify and hold Solution Tree and its subsidiaries, affiliates, officers, agents, directors, licensors, contractors and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Service, your connection to the Service, your violation of these Terms of Use, or your violation of any rights of another User.

# **Submissions**

Solution Tree always welcomes suggestions and comments regarding the Service from Users. Any comments or suggestions submitted to the Service or Solution Tree, either online or offline will become Solution Tree's property upon their submission. This policy is intended to avoid the possibility of future misunderstandings when projects developed by Solution Tree might seem to others to be similar to their own submissions or comments.

### **General Information**

The Terms of Use govern your use of the Service and supplement any prior agreements between you and Solution Tree concerning the Service. You also may be subject to additional terms and conditions that may apply when you use affiliated services, third-party content or third-party software. The failure of Solution Tree to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Use remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or these Terms of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred.

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# **Privacy Policy**

# **Our Promise**

Last updated: May 25, 2018

Your information remains confidential. We pledge to regard your privacy with the highest degree of respect.

#### What information do we collect from you?

All information related to the transactions of Solution Tree customers is considered highly confidential. Transaction information about our customers is never sold to any third party. We believe that our customers have a right to know what information we might collect about them—and why.

#### How do we collect it?

### We Use Behavioral Advertising

We use Google Analytics' 3rd-party audience data such as age, gender and interests to better understanding the behavior of our customers and work with companies that collect information about your online activities to provide advertising targeted to suit your interests and preferences. For example, you may see certain ads on this website or other websites because we contract with Google and other similar companies to target our ads based on information we or they have collected, including information that was collected through automated means (such as cookies and web beacons). These companies also use automated technologies to collect information when you click on our ads, which helps track and manage the effectiveness of our marketing efforts.

You may opt out of the automated collection of information by third-party ad networks for the purpose of delivering advertisements tailored to your interests, by visiting the consumer opt-out page for the Self-Regulatory Principles for Online Behavioral Advertising at http://www.aboutads.info/choices/ and edit or opt-out your Google Display Network ads' preferences at <a href="http://www.google.com/ads/preferences/">http://www.google.com/ads/preferences/</a>.

When you visit our site, third parties may place cookies on your browser for future advertising purposes. We collect IP addresses, cookie identifiers and browser activity on our site.

You can use the NAI opt out tool <u>here</u>, which will allow you to opt out of seeing personalized ads. We also adhere to the EDAA guidelines for online advertising and you may opt out via their <u>Your Online Choices website</u>.

#### Order Confirmation

We will send email to acknowledge your orders with us. Under no circumstances would we ever expose any of your financial information (e.g., credit card number) in email.

You have the option to create a customer account on our website. All account information is regarded as highly confidential. Any and all private customer information comes to us via secure, encrypted data transmissions. Our customers' credit card information is not stored or archived on any publicly accessible computer system.

#### Why do we collect it, and how do we use it?

### International Transfer

Your information, including Personal Information, may be transferred to — and maintained on — computers located outside of your state, province, country or other governmental jurisdiction where the data protection laws may differ than those from your jurisdiction.

If you are located outside United States and choose to provide information to us, please note that we transfer the information, including Personal Information, to United States and process it there.

Your consent to this Privacy Policy followed by your submission of such information represents your agreement to that transfer.

### Children's Privacy

Only people age 18 or older have permission to access our service. Our service does not address anyone under the age of 13. We do not knowingly collect personally identifiable information

from children under 13. If you are a parent or guardian and you learn that your children have provided us with personal information, please contact us. If we become aware that we have collected personal information from a child under age 13 without verification of parental consent, we take steps to remove that information from our servers.

#### Data Retention

We retain the information we receive as described in this Privacy Policy for as long as you use our services or as necessary to fulfill the purpose(s) for which it was collected, provide our services, resolve disputes, establish legal defenses, conduct audits, pursue legitimate business purposes, enforce our agreements, and comply with applicable laws.

#### How do we share it?

We may access, preserve, and disclose your personal information if we believe doing so is required or appropriate to: (i) comply with law enforcement or national security requests and legal process, such as a court order or subpoena; (ii) respond to your requests; (iii) protect yours', ours' or others' rights, property, or safety; (iv) to enforce our policies or contracts; (v) to collect amounts owed to us; (vi) when we believe disclosure is necessary or appropriate to prevent physical harm or financial loss or in connection with an investigation or prosecution of suspected or actual illegal activity; or (vii) if we, in good faith, believe that disclosure is otherwise necessary or advisable.

### How do we protect it?

We Use the Toughest Encryption We Can

Our computers are set up to automatically use the highest level of encryption that your web browser (such as Firefox or Internet Explorer) can legally handle. We maintain a full 128-bit digital encryption certificate on our own in-house web servers for your protection.

You Have a Right to Complain and to Opt Out

We are pleased to personally address any privacy question or concern with our customers. If you believe we have violated your trust—for any reason, at any time, in any manner—we will respond immediately. We pledge to resolve any problem to your satisfaction or work with your choice of recognized consumer advocate toward resolution. We are committed to your personal satisfaction with each and every purchase you make from Solution Tree. Of course, we "can't fix what we don't know is broken," and we sincerely appreciate the opportunity to hear your feedback.

Opt-out requests can be sent to <a href="mail@SolutionTree.com">email@SolutionTree.com</a> or to:

Opt-Out Attention: Marketing 555 N. Morton Street Bloomington, Indiana 47404 USA

Rights of Access, Rectification, Erasure, and Restriction

You may inquire as to whether we are processing your personal information, request access to your personal information, and ask that we correct, amend or delete your personal information where it is inaccurate. You may contact us to request access to, receive (port), seek rectification, or request erasure of your personal information that we have.

Although we make good faith efforts to provide individuals with access to their Personal Information, there may be circumstances in which we are unable to provide access, including but not limited to: where the information contains legal privilege, would compromise others' privacy or other legitimate rights, where the burden or expense of providing access would be disproportionate to the risks to the individual's privacy in the case in question, or where it is commercially proprietary. If we determine that access should be restricted in any particular instance, we will provide you with an explanation of why that determination has been made and a contact point for any further inquiries. To protect your privacy, we will take commercially reasonable steps to verify your identity before granting access to or making any changes to your personal information.

### Changes to our Privacy Policy

Any information that is collected via our services is covered by the Privacy Policy in effect at the time such information is collected. We may revise this Privacy Policy from time to time in our sole discretion, so please review it periodically. You understand and agree that you will be deemed to have accepted the updated Privacy Policy if you use our services after the updated Privacy Policy is posted. If at any point you do not agree to any portion of the Privacy Policy then in effect, you must immediately stop using the Services. If we make any material changes to this Privacy Policy, we'll endeavor to notify you of those changes and we'll update the "Last Updated Date" above to indicate when those changes will become effective.

### Our Solutions →

**About Our Solutions** 

Assessment Center

**DNA Mathematics** 

Mathematics at Work<sup>™</sup>

PLC at Work®

RTI at Work<sup>™</sup>

**Success Stories** 

Contact Your Rep

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<u>Webinars</u>	
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