



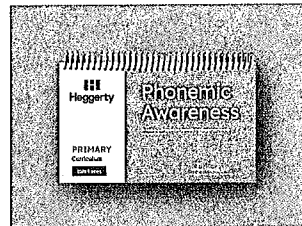
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Product	Price	Quantity	Subtotal
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(<https://heggerty.org/product/primary-phonemic-awareness-curriculum-english-2020-edition/>)

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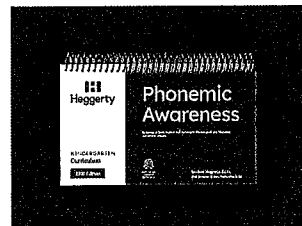
Phonemic Awareness Curriculum:  
Primary 2020 (English)  
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\$79.99	1	\$79.99
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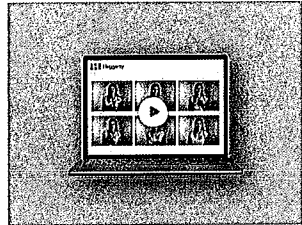
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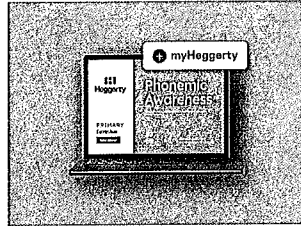
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**Product**

Digital Curriculum: Primary + myHeggerty (English)  
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**Price**

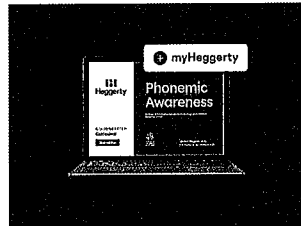
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**Quantity**

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**Subtotal**

\$79.99 / year



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### Cart totals

<b>Subtotal</b>	\$479.94
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<b>Shipping</b>	<b>UPS - Ground: \$12.80</b> Shipping to <b>Union, KY 41091</b> <a href="#">Change address</a> 🇺🇸
<b>Tax</b>	\$0.00
<b>Total</b>	<b>\$412.74</b>

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# Literacy Resources, LLC Terms of Use

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This version was last updated on August 4, 2020.

[Blog \(https://heggerty.org/blog/\)](https://heggerty.org/blog/)

Effective Date: August 17, 2018

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## **1. Registration**

When registering an account for the Services ("Account"), you agree to provide only true, accurate, current and complete information requested by the registration form (the "Registration Data"). You represent that you are not barred from using the Services under any applicable law and that you will be responsible for all activities that occur under your Account. You agree to monitor your Account to restrict its use by minors and other unauthorized users and agree not to share your Account or password with anyone. You agree to be responsible for all activities that are conducted through your account. You further agree to notify Literacy Resources immediately of any unauthorized use of your password or any other breach of the security of your Account and to exit from your Account at the end of each session. You agree not to create an Account using a false identity or alias. You agree not to create an account if you previously have been banned from using any of the Services. You agree that Literacy Resources will not be liable for any harm that may arise related to the disclosure of your Account details, including your password, or from the use of your Account by anyone else. Literacy Resources reserves the right to remove or reclaim any usernames at any time and for any reason. You acknowledge and agree that you have no ownership or other property interest in your Account and that all rights in and to your Account are owned by and inure to the benefit of Literacy Resources.

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**3.3 School District Purchase Orders.** Literacy Resources is proud to work with school districts throughout the United States. For those districts where the necessary agreements are in place, orders can be made with a school district purchase order. Literacy Resources reserves the right to request a copy of a valid purchase order before processing an order. Purchase orders may be sent via email to [orders@heggerty.org](mailto:orders@heggerty.org) (mailto:orders@heggerty.org). All orders placed with a school district purchase order are the responsibility of the ordering party. You will be responsible for all fees and/or charges that accrue due to invalid or duplicate purchase order numbers.

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**4.1 Payment.** You agree to pay all fees and/or charges to your Account in accordance with the fees, charges and billing terms in effect at the time a fee and/or charge is due and payable. You also agree to pay all applicable taxes. You must provide Literacy Resources with valid payment information in connection with your orders. By providing Literacy Resources with your payment information, you agree that (i) Literacy Resources is authorized to immediately invoice your Account for all fees and charges due and payable to Literacy Resources hereunder, (ii) Literacy Resources is authorized to share any payment information and instructions required to complete the payment transactions with its third-party payment service providers (e.g., credit card transaction processing, merchant settlement, and related services), and (iii) no additional notice or consent is required for the foregoing authorizations. You agree that, for subscriptions purchased online or orders placed with a school district purchase order, you are responsible for the appropriate use of school district purchase orders, and are ultimately responsible for payment of all fees and/or charges that result from the use of an expired, incorrect, or otherwise invalid school district purchase order number(s). You agree to immediately notify Literacy Resources of any change in your payment information. Literacy Resources reserves the right at any time to change its prices and billing methods.

**4.2 Taxes and Exemptions.** Literacy Resources only charges sales tax for orders that are scheduled to ship within Illinois. But if a valid Illinois State Tax Exemption letter is provided alongside your order, no sales tax will be charged. You acknowledge that you are solely responsible for the proper and correct usage of your organization's tax exempt status. Any fees that may accrue as a result of improper usage of a tax exempt status are your sole responsibility. For orders outside of Illinois, you are solely responsible for paying applicable sales tax directly to the authorized state agency(s), or procuring the applicable exemption(s).

**4.3 Sales are Final; No Refunds.** All sales of Products are final. Except as set forth in Section 3.4 or in the Literacy Resources Return and Shipping Policy, which is hereby incorporated by reference, all fees are non-refundable.

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**10.4 Exclusions.** THE LAWS OF SOME STATES DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE FOREGOING DISCLAIMERS, EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU AND YOU MIGHT HAVE OTHER RIGHTS.

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**11.2 Assignment.** This Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without Literacy Resources' prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

**11.3 Force Majeure.** Literacy Resources shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, epidemics, pandemics, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

**11.4 Questions, Complaints, Claims.** If you have any questions, complaints or claims with respect to the Services, please contact our customer service department at [hello@heggerty.org](mailto:hello@heggerty.org) (mailto:hello@heggerty.org). We will do our best to address your concerns.

**11.5 Governing Law and Venue.** This Agreement and any action related thereto is governed by the laws of the State of Illinois as to interpretation, enforcement, validity, construction, and effect and in all other respects. Any legal suit, action or proceeding, to the extent they are permitted, will be litigated exclusively in the state courts in Cook County, Illinois or in federal courts located in the Northern District of Illinois. The United Nations Convention on Contracts for the International Sales of Goods does not apply to this Agreement.

**11.6 Waiver.** Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

**11.7 Severability.** Without limiting the severability portions of Section 11, if any portion of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect.

**11.8 Entire Agreement.** This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.

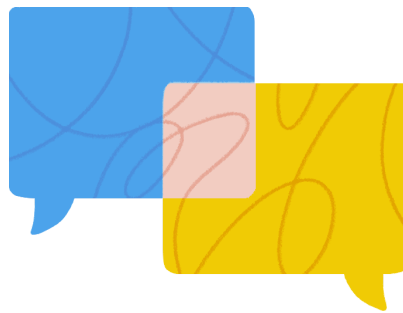


# Heggerty 101

Join us for a free 45-minute introductory webinar to learn more about phonemic awareness and our curriculum.

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[Kindergarten \(/curriculum/kindergarten/\)](/curriculum/kindergarten/)

[Primary \(/curriculum/primary/\)](/curriculum/primary/)

### Spanish

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