

45462KYKRS



SUMMARY:

ADDRESS PO TO:

MACKIN EDUCATIONAL RESOURCES ATTN: DIGITAL SERVICES 3505 COUNTY ROAD 42 WEST

BURNSVILLE, MN 55306

SHIP OCKERMAN MIDDLE SCHOOL

Date: 8/28/2020 Customer #: 45462

OCKERMAN MIDDLE SCHOOL

TO:

KY SHARED CONSORTIUM DIGITAL CONSORTIUM MEMBERSHIP 2020-21 MIDDLE SCHOOL COLLECTION (6-8) (501-1,000 STUDENTS)

\$750.00

TOTAL:

\$750.00

U.S. Dollars



Terms and Conditions

These terms and conditions apply to any services provided by Mackin Book Company doing business as Mackin Educational Resources ("Mackin" and/or "MackinVIA") through its website or any affiliated websites. These terms and conditions apply to not only you, but also to any school district or other legal entity you purport to represent, and any administrator or enduser who obtains access by your actions, including employees, contractors, students, their families, faculty and staff (together "Customer") whether intended or not. By use of any portion of this website, Customer agrees to these Terms and Conditions. If Customer does not agree to all of the following Terms and Conditions, Customer should not use the website and immediately should contact Mackin.

Privacy Policy

Please review the Mackin Privacy Policy that also governs visits to the websites and use of the content found on the websites, including without limitation, the text, software, graphics, images, audios and videos. By visiting or using the websites or content, you agree to our Privacy Policy, which can be modified at any time. Please check frequently for updates. https://www.mackin.com/hq/digital/mackinvia/privacy-policy/.

License

All licensed activity on the website should be for educational purposes only, including copying, downloading, storing, sharing, transmitting, transferring, distributing or modifying software or content. All activities are subject to copyright, trademark, and other intellectual property rights under United States and foreign laws and international conventions. Customer will not interfere with the website in any way and will not use its access for any illegal or improper purpose. Except for data uploaded by Customer, sites linked to the website, or otherwise expressly excepted on the website, all right, title and interest in anything on the Website, including all copyrights throughout the world, are the property of Mackin and it reserves all rights therein. Mackin may change the features on the website at any time in its sole discretion. The products on our website are protected by the United States Copyright laws. All intellectual property rights of the content on the MackinVIA platform provided by publishers are reserved to the owner of such intellectual property, and

the Customer irrevocably acknowledges and agrees that licensed access to such content through our website shall not transfer such rights.

Responsibility for Access

In order to access some features of the website, Customer will have to create an account. When creating Customer's account, Customer must provide accurate and complete information and is solely responsible for the activity that occurs on Customer's account, and must notify Mackin immediately of any breach of security or unauthorized use of Customer's account. Customer is responsible for all access to the Website by Customer and its staff, students, employees, agents or other individuals at any location or by using Customer's equipment, or by using Customer's password, even if Customer did not authorize such use. As permitted by law, customer agrees to defend and indemnify MackinVIA from any claims or damages relating to or arising out of any such access.

Customer Content

Customer accepts sole responsibility for entered, altered, uploaded and/or migrated content ("Customer Content"), and the consequences of posting or publishing such content. Customer agrees that Customer Content shall not infringe any third party's copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, and by submitting to MackinVIA, customer grants Mackin license to use, reproduce, distribute and display Customer Content in connection with the educational use of the website. MackinVIA does not endorse any Customer Content or any opinion, recommendation, or advice expressed therein, and disclaims any and all liability in connection with Customer Content. MackinVIA may remove such Customer Content and/or terminate access for uploading such material in violation of these Terms at any time, without prior notice and in its sole discretion. MackinVIA may preserve Customer Content and may also disclose them if required by law, legal process or court order. Mackin may share Customer Content in order to respond to claims that any content violates the rights of third-parties; or if such content threatens the security or viability of MackinVIA, its Customers and the public. Customer acknowledges that it is not feasible for MackinVIA to review Customer Content, nor to review all third-party content and postings on the website or which are linked to the website. Accordingly, MackinVIA cannot ensure accuracy or educational value of such information, content, linked websites or postings and Customer must exercise a reasonable degree of caution in dealing with such information, content, linked websites or postings and other Customers on the Website.

Access to Digital Content from Third Party Vendors

MackinVIA, our digital delivery platform, grants authenticated users access to third party resources. If these resources fail to operate properly, we will make our best effort to help troubleshoot problems. However, there are certain aspects of functionality that may be dependent on third party resource providers. They may need to be contacted directly for resolution. Such sites are not under the control of Mackin, and we cannot be responsible for the availability, accuracy, or any information, content, products or services accessible from such sites. Furthermore, we cannot be responsible for unforeseen technological changes, acts of God and other events outside our control that make it impossible for you to temporarily or permanently access your licensed materials.

Access to Digital Content Hosted on Mackin's Proprietary Platform

Many digital resources in MackinVIA will be hosted on our proprietary platform. This means Mackin has files from publishers on our servers. In the event you decide to cease using MackinVIA for access to your digital resources, we pledge to make a good faith effort to 1) represent your interests to our publishing partners in finding an alternative hosting solution, or 2) provide you with a viable portability mechanism while observing the terms of all material license agreements.

Digital Millennium Copyright Act

We respect the intellectual property of others. If you believe that your copyrighted materials have been copied in a way that constitutes copyright infringement, please follow the procedure set forth in our Digital Millennium Copyright Act Notice Policy, which is expressly incorporated herein by reference and made a part of this Agreement.

Disclaimer of Warranties and Limitation of Liability

In no event shall Mackin or its business partners be liable to any person or entity for any direct, indirect, special, exemplary or consequential damages arising from use of the website. As permitted by law, users shall also indemnify and hold harmless Mackin against any claim, damage, loss, liability or expense, including attorney fees, arising out of the use of the products in any way contrary to this agreement.

Modifications to this Site and Services

Mackin reserves the right, for any reason, to make changes to these Terms of Use. By using the Site following the modifications to the Terms of Use, you agree to be bound by any of the modifications. Mackin can also restrict your access to part or the entire site without notice or penalty. Terms and Conditions as set forth here was last modified June 6, 2017. Please contact MackinVIA with any questions or comments about these Terms and Conditions by email: eservices@mackin.com.