



Learning A-Z License Quote

Date: 12/11/20

Bonita Bolin
Boone County School District
8330 US Highway 42
Florence, KY 41042

859-283-1003
bonita.bolin@boone.kyschools.us

Thank you for requesting a quote from Learning A-Z, Bonita Bolin!
Your username is bbolin
Your reference number is 8784609.
Please include this reference number on your purchase order.

Products	Type	License Terms	List Price	Final Cost
ReadingA-Z.com	Expand	1 classroom, Start: 12/11/20 End: 07/19/21	\$76.96	\$69.96

Final Cost	
Sales Tax:	\$0.00
YOUR TOTAL COST:	\$69.96

(* Taxes (if applicable) to be calculated at time of purchase.

All prices are in U.S. dollars.

This quote is valid until 12/31/20.

Quoted prices are based on specified quantities and terms.
Please contact your representative for adjustments.

Prepared by: Suzann Wittig and Mary Inorio

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If you are paying by purchase order, your PO must have:

1. PO number
2. Learning A-Z as the vendor
3. Bill To information
4. The product(s) being purchased

5. Total dollar amount
6. If your PO has a signature line, it must be signed
7. Include a Learning A-Z quote matching your purchase order

Learning A-Z License Agreement

Licenses grant registered classrooms only permission to use materials on the designated website(s) during the terms of the license. Sharing user information or materials with non-registered classrooms is not authorized.

Please review our terms and conditions carefully before activating your account.

<https://help.learninga-z.com/article/Terms-of-Service>

Thank you for your business!

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Terms of Service

Last Updated July 31, 2020

Learning A-Z Terms of Service

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE ACTIVATING YOUR ACCOUNT.

1. ACCEPTANCE OF TERMS

Learning A-Z provides its services on any purchased website to you, subject to the following Terms of Service ("TOS"), which may be updated from time to time. Please bookmark this page to review the most current version of the TOS at any time. Your use of any purchased website and its materials constitutes your agreement to all such terms, conditions, policies, and notices (the "Agreement"). This Agreement is a legal document that governs the terms and conditions of your subscription to Learning A-Z. You are also agreeing to accept a non-exclusive, non-assignable right and license to use Learning A-Z and its resources. Learning A-Z is offered and sold on a subscription basis; however, certain areas are available to visitors without cost on a trial or demonstration basis.

2. DESCRIPTION OF SERVICE

Learning A-Z provides users with access to a rich collection of teaching resources through its collection of websites (the "Service"): Reading A-Z, Raz-Kids, Headsprout, Science A-Z, Writing A-Z, Vocabulary A-Z, and ReadyTest A-Z. Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including the release of new resources, shall be subject to the TOS. You understand and agree that the Service is provided "AS-IS" and that Learning A-Z assumes no responsibility for the timeliness, deletion, mis-delivery, or failure to store any user communications or personalization settings.

You are responsible for obtaining access to the Service, and that access may involve third-party fees (such as Internet service provider or airtime charges). You are responsible for those fees. In addition, you must provide and are responsible for a necessary to access the Service.

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3. LICENSE USAGE

A license grants access to the purchased Learning A-Z website as well as permission to use its copyrighted resources as part of the classroom curriculum. Each educator using the resources must have a license in order to obtain the necessary permission. Each Learning A-Z license is valid for one family or classroom only (with up to 36 students). If your family or classroom has less than 36 students, it is not permitted to share a license with another family or classroom. Purchasers of Learning A-Z Licenses may not resale, distribute or otherwise share classroom seats to parties outside of the individual classroom or family for which the license is purchased. Licenses must be maintained for continued permission to use downloaded, copyrighted materials. Each license must be registered in the name of the classroom teacher using the resources.

As part of the registration process, each educator will select, or be provided with, a username and password ("Username"). You agree to provide us with accurate, complete, unique and updated contact information for each educator using downloaded resources or accessing the website(s). Failure to do so will constitute a breach of this Agreement, which may result in immediate termination of your rights to use the resources or access the account. You may not (a) select or use a Username of another person with the intent to impersonate that person, (b) use a name subject to the rights of any other person without written authorization from that individual, or (c) use a Username that we, in our sole discretion, deem inappropriate or offensive. You are responsible for maintaining the confidentiality of your username and password, and you will be responsible for all uses of your username and password, whether or not authorized by you.

In order to access the Service, or use its downloaded resources, you need to obtain a username and password ("Username"). Usernames are either selected by, or issued to, individual subscribers or educators within a learning institution (collectively, "Users") as part of the registration process. You agree to provide us with accurate, complete, unique and updated contact information for each educator using downloaded resources or accessing the Services. Failure to do so will constitute a breach of this Agreement, which may result in immediate termination of your rights to use the resources or access the account. You may not (a) select or use a Username of another person with the intent to impersonate that person, (b) use a name subject to the rights of any other person without written authorization from that individual, or (c) use a Username that we, in our sole discretion, deem inappropriate or offensive. You are responsible for maintaining the confidentiality of your username and password, and you will be responsible for all uses of your username and password, whether or not authorized by you.

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You also agree that Usernames may not be shared within anyone outside the registered classroom and/or family. They may only be used by the administrator, educator, or student to whom they are assigned. Users remain at all times solely and fully responsible for the proper use of Usernames issued hereunder. Users also agree to supervise and take full responsibility for the use of the Website by minors under the age of 13 years.

All Users are entirely liable for all activities conducted through that Account, and are responsible for ensuring that any other person within the registered classroom and/or family who uses the Account is aware of, and complies with, the terms of this Agreement. Each person who uses the Account agrees to be bound by the terms of this Agreement, whether or not such person is a Member.

You are responsible for notifying us immediately of any known or suspected unauthorized use(s) of your Account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your Username. You must also promptly change your Username to prevent unauthorized access to your Account. We will have no liability for any circumstances arising from the unauthorized use of a Username or your Account. Any fraudulent, abusive, or otherwise illegal activity on your Account may be reported to appropriate law-enforcement agencies by us.

4. MODIFICATIONS TO SERVICE

Learning A-Z reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Learning A-Z shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Service.

Learning A-Z may change, add, or remove any part of this Agreement, or any other terms associated with the use of the website, at any time, by posting a notice of such changes to the Terms of Service page of the website. Any changes shall become part of the Agreement and shall apply as soon as such a notice is posted. By continuing to use the services after the notice is posted, you are indicating your acceptance of those changes.

5. SPONSORS, THIRD PARTIES, AND ADVERTISERS

Your correspondence or business dealings with, or participation in promotions of, sponsors, third parties, or advertisers found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such sponsor, third party, or advertiser. You agree that Learning A-Z shall not be responsible for any loss or damage of any sort incurred as the result of any such deal

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6. LINKS

Learning A-Z may provide, or third parties may provide, links to other websites or Internet resources. Because Learning A-Z has no control over such websites and resources, you acknowledge and agree that Learning A-Z is not responsible for the availability of such external websites or resources, and does not endorse and is not responsible or liable for any content, accuracy, quality, advertising, products, or other materials on, or available from, such websites or resources. You further acknowledge and agree that Learning A-Z shall not be responsible or liable, directly or indirectly, for any damage or loss caused, or alleged to be caused by or in connection with use of, or reliance on, any such content, goods, or services available on, or through any such website or resource.

7. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

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- b. LEARNING A-Z MAKES NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, (V) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED, (VI) OR THAT THIS WEBSITE, ITS CONTENT, AND THE SERVERS ON WHICH THE WEBSITE AND CONTENT ARE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.
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- d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM LEARNING A-Z OR THROUGH, OR FROM, THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.
- e. INFORMATION CREATED BY THIRD PARTIES THAT YOU MAY ACC WEBSITE OR THROUGH LINKS IS NOT ADOPTED OR ENDORSED E

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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 SECTIONS 6 AND 7 MAY NOT APPLY TO YOU.

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12. HEADINGS FOR CONVENIENCE ONLY

The section titles in the TOS are for convenience only and have no legal or contractual effect.

13. VIOLATIONS

Please contact us (<https://www.learninga-z.com/site/contact/support>) immediately to report any violations.

14. INDEMNIFICATION

You agree to indemnify, defend, and hold Learning A-Z harmless from any claims and expenses, including reasonable attorneys' fees, arising from or related to any breach by you of any terms of this Agreement.

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In the event any provision of this Agreement conflicts with the law or if any such provisions are held invalid by a court with jurisdiction over the parties to this Agreement, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remainder of this Agreement will remain in full force and effect.

19. ENTIRE AGREEMENT

This Agreement and any other terms and conditions of service on a Learning A-Z website constitute the entire agreement between you and Learning A-Z and govern your use of the Service.

20. REFUSAL OR DISCONTINUANCE OF SERVICE

In the event that Learning A-Z determines, in its sole discretion, that a User has breached any portion of these terms and conditions, or has otherwise demonstrated inappropriate conduct, it reserves the right to (i) warn the User via e-mail that she or he has violated this Agreement; (ii) delete any content provided by the User (or anyone accessing User's account); (iii) discontinue the User's account and/or any other Learning A-Z service; (iv) notify and/or send content to and/or fully cooperate with the proper law enforcement authorities for further action; (v) retroactively charge for the unauthorized use; and/or (vi) take any other action that Learning A-Z deems appropriate.

21. CHOICE OF LAW AND FORUM

The laws of the State of Texas will govern this Agreement. The laws of the State of Texas will govern any dispute arising from the terms of this agreement or breach of this agreement and you agree to personal jurisdiction by the state and federal courts sitting in Dallas, Texas. The parties hereby expressly waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other on any matters whatsoever arising out of, or in any way connected with, these Terms and Conditions and agree to submit to binding arbitration. Learning A-Z makes no representation that materials on Learning A-Z are appropriate or available for use in all locations. Those who choose to access Learning A-Z do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. Materials from Learning A-Z are further subject to United States export controls. No materials from Learning A-Z may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Iran, Iraq, Libya, North Korea, Syria, Venezuela or any other country to which the United States has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's

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CUSTOMER SUPPORT

Monday - Friday

6 a.m. - 4 p.m. MST

US toll-free: 866.889.3729

Direct: 520.232.5000

Fax: 520.327.9934

Email: support@learninga-z.com (mailto:support@learninga-z.com)

Mail: Learning A-Z

1840 East River Rd, #320

Tucson AZ, 85718

USA

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