1/6/2021

Checkout

#### Click Here to Shop Individual Student Manipulative Kits (/category/math/student-pack-bulkmanipulative-kits/3405)

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SIGN IN OF REGISTER

Billing and Payment Options:

First Name as it appears on your credit card (required):

Last Name as it appears on your credit card (required):

New Credit Card

First Name

Last Name

Email

Email (required):

Street Line 1 Street Line 2: Street Line 2

Zip Code

Alabama

City

City (required):

State (required):

Country (required):

Daytime Phone (required):

**United States** 

000-000-0000

Street Line 1 (required):

Zip Code (required):

+ QUICK ORDER (/QUICKORDER)

1 Items (\$94.99) View Cart (/MyCart)

Guest

Sign In / Register

Summary of Charges

Billing

Subtotal (1 Item):

\$94.99

Shipping:

Est. Sales Tax:

**GRAND TOTAL:** 

\$94.99

Your Shopping Cart (1 Item)

Edit (http://www.hand2mind.com/MyCart)



Brainingcamp Virtual Manipulative,

Classroom Bundle

(http://www.hand2mind.com/item/brainingcam virtual-manipulative-classroom-

bundle/9244)

IN85478 | ,

In Stock

Price

\$94.99 MSRP: \$279.99 66% OFF

Qty

Subtotal \$94.99

Shipping

Shipping Method

Have questions? We're here to help.

Monday-Friday 7:30am to 5:00pm CST

Call us at 800.445.5985 or Email Us

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## hand2mind Terms of Use and Notices

(last revised 3/17/2014)

These terms of use ("TOU") are an agreement between the users ("you" or "your") of the websites identified below and hand2mind ("hand2mind", "we", "us", "our") and include the DMCA Policy, Intellectual Property Policy, and a link to the Privacy Policy. The sites to which the Privacy Policy applies are <a href="www.hand2mind.com">www.etacorepd.com</a> (the "Sites") owned, operated, and maintained by hand2mind, located in Vernon Hills, Illinois. Each hand2mind and you shall be a "Party" or, collectively, "Parties."

## **Acceptance of Terms**

The Sites and related services are offered to you conditioned on your acceptance, without modification, of these TOU, the Privacy Policy, and the Intellectual Property Policy and other policies posted here. Your use of the Sites, including, without limitation, placing orders to purchase products from us, as available, constitutes your agreement to all such terms, conditions, and notices. Your use of a particular section of the Sites may also be subject to additional terms as set forth in such section ("Additional Terms"). These TOU do not include "purchase terms" to which you may be required to separately agree when making a purchase through the Sites.

In the event that any of the terms, conditions, and notices contained herein conflict with the Additional Terms or other terms and guidelines contained within any particular section of the Sites or with any terms included with any product purchased from us, then these terms shall control.

### **Site Licenses and Access**

hand2mind grants you a limited license to access and make personal use of the Sites and not to download or modify them, or any portion of them, except with the express written consent of hand2mind. This license does not include any derivative use of the Sites or their contents or any use of data mining, robots, or similar data gathering and extraction tools.

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If you create a link to the Sites, hand2mind grants permission to do so only as follows: hand2mind shall grant to you limited, revocable and non-exclusive license to create a hyperlink to the home page of the hand2mind Website, <a href="www.hand2mind.com">www.hand2mind.com</a>, so long as the link does not portray hand2mind, its affiliates, or their content, products, or services in a false, misleading, derogatory, or otherwise offensive manner. You may not use any hand2mind logo or other proprietary graphic or trademark as part of the link without express written permission of hand2mind.

### No Unlawful or Prohibited Use

As an express condition of your use of the Sites, you agree, represent and warrant that you will not use the Sites for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Sites in any manner which could damage, disable, overburden, or impair the Sites or the network(s) connected to the Sites or interfere with any other party's use and enjoyment of the Sites. You may not attempt to gain unauthorized access to the Sites, other accounts, computer systems or networks connected to the Sites, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Sites.

## **Personal Non-Commercial Use Limitation**

Unless otherwise specified, the Sites is for your personal and non-commercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from the Sites. Where this provision, and only this provision unless stated otherwise herein, conflicts with an agreement between hand2mind and hand2mind's business partners and customers ("Business Agreement"), the Business Agreement shall control.

## **Modification of these TOU**

hand2mind reserves the right to change the terms, conditions, and notices concerning use of the Sites without notice. You are responsible for regularly reviewing these terms and conditions and Additional Terms posted on other sections of the Sites. We will always post the latest revised date for your review. Your continued use of the Sites constitutes your agreement to all such terms, conditions, and notices.

### **Termination of Access**

hand2mind reserves the right, in its sole discretion, to terminate or limit your access to any or all of the Sites or any portion thereof at any time, without notice.

You must be at least 18 years of age to transact any business with hand2mind or to submit any personal information to hand2mind. As such, if you transact or attempt to transact any business with hand2mind or submit or attempt to submit any personal information to hand2mind, YOU AFFIRMATIVELY REPRESENT AND WARRANT THAT YOU ARE AT LEAST 18 YEARS OF AGE (OR THE AGE OF LEGAL MAJORITY IN THE JURISDICTION IN WHICH YOU ARE LOCATED, IF DIFFERENT) AND THAT YOU POSSESS THE LEGAL RIGHT TO USE THE SITES IN ACCORDANCE WITH THE STATED TERMS AND USAGE POLICIES. You hereby agree to supervise usage by, and be responsible for the actions of, any minors who use your computer and/or account(s) to ensure compliance herewith.

### **Material Provided to hand2mind**

If you submit any feedback, suggestions, recipes or other communications (each a "Submission" and collectively "Submissions") to the Sites or to hand2mind, you are granting hand2mind, its affiliated companies and its designees and sub licensees permission to use your Submission in connection with the operation of their businesses including, without limitation, the right to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission. No compensation will be paid with respect to the use of your Submission, as provided herein. hand2mind is under no obligation to post or use any Submission you may provide and hand2mind may remove any Submission at any time in its sole discretion.

## **Copyrights and Trademarks**

Please refer to the section marked "Intellectual Property" below. For information on how to submit a claim of copyright infringement, please refer to the section marked "Claims of Copyright Infringement/DMCA Notice".

# Member Account, Password, and Security

Certain customers and partners of hand2mind may receive a password from hand2mind to access certain information on the Sites. You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to notify hand2mind immediately of any unauthorized use of your account or any other breach of security. hand2mind will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by hand2mind or another party due to someone else using your account or password. You may not use anyone else's account at any time without the permission of the account holder and hand2mind.

# **Links to Third Party Sites**

The Sites may contain links to third party websites ("Linked Sites"). The Linked Sites are not under the control of hand2mind and hand2mind is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. hand2mind is not responsible for webcasting or any other form of transmission received from any Linked Site nor is hand2mind responsible if the Linked Site is not working appropriately. hand2mind is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by hand2mind of the Sites or any association with its operators. You are responsible for viewing, being aware of and abiding by the privacy statements and terms of use posted at the Linked Sites.

Any dealings by you with third parties (including advertisers) included within the Sites or participation in promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such dealings or promotions, are solely between you and the advertiser or other third party. hand2mind shall not be responsible or liable for any part of any such dealings or promotions.

### **Product Orders**

While we will use our best efforts to fulfill all orders, we cannot guarantee the availability of any particular product displayed on the Sites. We reserve the right to discontinue the sale of any product listed on the Sites at any time without notice.

The prices displayed on the Sites are quoted in U.S. dollars and are valid and effective only within the United States, and such prices do not include shipping and handling or sales taxes, if applicable, which will be added to your total invoice price. You are responsible for the payment of any shipping and handling charges and state and local sales or use taxes that may apply to your order.

While our goal is to provide you with 100% error-free Sites, we do not guarantee that any content is accurate or complete, including price information and product specifications. If we discover price errors, they will be corrected on our systems, and the corrected price will apply to your order. We reserve the right to revoke any stated offer and to correct any errors, inaccuracies or omissions (including after an order has been submitted and accepted).

### **Customer Product Review**

By submitting any content to us you represent that:

- You are the sole owner, author or otherwise control all the rights to the content you submit.
- You were not compensated in any way for the content submitted.
- You grant us and our affiliates a nonexclusive, royalty-free, perpetual, irrevocable, and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media.
- All content submitted is true, accurate and not misleading. That the content will not harm or cause injury to any entity or person; and you will compensate us and hold us harmless for any claims resulting from any content you submit.
- That the content does not infringe on any third party's proprietary rights. Does not violate any local, state or federal laws, regulations, statutes or ordinances. Is not considered to be offensive, threatening, abusive, harassing, vulgar, obscene, profane, libelous, hateful, discriminatory against any race, religion or sex, or otherwise objectionable.
- Content does not include any websites, addresses (physical and electronic), phone numbers or other contact information, references to price, other businesses, viruses, worms or other potentially damaging computer programs or files, advertisements or spam.
- We will not accept any liability for any content you or any third party submits.
- · We are not obligated to monitor, edit or remove any content submitted, but have full rights to do so at our discretion.
- You are at least 13 years of age.

#### **Customer Product Review Guidelines**

Customer Product Reviews allow our customers to share their experiences with products we sell, to help other customers make decisions on whether or not to purchase a product. Because of this, please write a meaningful review, including why you liked or disliked a product. Please be detailed so other customers will find your review helpful. Reviews must be written in English. All reviews are subject to the Terms of Use.

If your thoughts on a product change after you have had it for a while you can come back and add to the review, so don't be afraid to write a review after only having the product for a short amount of time. When you add to a review, the full review will be removed while the additional comments are inspected. If the additional comments do not pass inspection the full review will be permanently removed, so be careful to follow the Terms of Use and the guidelines listed here.

This is not the place to complain about hand2mind or any of their business partners. These complaints should be sent directly to our Customer Service Department by telephone at 800.288.9920 or by email at <a href="mailto:info@hand2mind.com">info@hand2mind.com</a>.

Please don't use this area to attack other customer reviews.

All reviews may be read before being posted. We reserve the right not to post a review. Here are a few reasons a review may not be posted.

- Inappropriate language or remarks
- · Price or availability of a product
- Web addresses for other businesses
- References to competing brands or businesses
- · Replies to other reviews posted by other customers
- · Criticism of us or our business partners
- Personal contact information including, but not limited to, full names and email addresses
- · Reviews not in English

## **Privacy Policy and Personal Information**

See our Privacy Policy for disclosures relating to the collection and use of your personal information.

## Disclaimer of Warranties and Limitation of Liability

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You agree to indemnify and hold hand2mind, its affiliates, and their respective officers, directors, employees, agents, successors and assigns harmless from any claim, demand, or damage, including reasonable attorneys' fees, asserted by any third party due to or arising out of your use of the Sites and/or any information (text or graphical), software, or products obtained through the Sites and/or from hand2mind.

# Applicable Law/Dispute Resolution (Arbitration)

All disputes against hand2mind, including but not limited to disputes as to these TOU; the Sites license; Sites access restriction and/or termination; hand2mind's trademarks, copyrights, patents, trade secrets, trade dress and other intellectual property rights; member accounts; privacy; and disclaimer of warranties shall be governed by the internal laws of the State of Illinois, U.S.A. without regard to choice of law principles and you and hand2mind both expressly agree that any and all disputes that may arise out of these TOU or out of each Party's relationship with the other shall be submitted for final and binding resolution to the American Arbitration Association's ("AAA") Chicago, Illinois office, pursuant to their procedures (including filing and notification procedures). The award rendered by the arbitrator shall be final and binding and may be entered in the Circuit Court of Cook County, Illinois and you irrevocably consent to exclusive jurisdiction and venue in AAA and such courts.

No waiver of any of the terms of these TOU will be valid unless in writing and designated as such. No failure or delay in enforcing a Party's rights shall be construed as a waiver.

## Severability

If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

## Language

It is the express will of the parties that this agreement and all related documents have been drawn up in English.

## **Entire Agreement**

Unless otherwise specified herein or in a writing executed by both parties, these TOU constitute the entire agreement between the user and hand2mind with respect to the use of the Sites and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and hand2mind with respect to the Sites.

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While hand2mind makes every effort to ensure the accuracy of materials presented, the user is warned that this service could include typographical errors and/or technical inaccuracies. hand2mind reserves the right to make improvements and/or changes to these TOU and/or to the products and services described on the Sites at any time.

### **Customer Service**

If you have any questions, comments, or concerns, please contact our customer service department, Monday through Friday by telephone at 800.288.9920 or by email at info@hand2mind.com.

## **Intellectual Property**

(last revised 3/17/2014)

## Copyright

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Below is a list of some of the registered trademarks and common law trademarks associated with the Sites. These trademarks may not be used for any commercial (including marketing or advertising) purpose without our written permission except as expressly provided herein. At all times, Registered trademarks should be followed with the symbol \*a and Trademarks with the symbol \*m and the words (which may be displayed at the bottom of the page) "[MARK NAME] is a trademark of hand2mind and is used here with permission. All rights reserved."

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Trademarks ™ are listed below with the ™ symbol.

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AlgebraWorks®	GeometryWorks®	Power Solids®	VersaMate®	
AlphaSnaps®	GeoSolids®	PracTests®	VersaTiles®	
Attrilinks®	Graphing 'N'	Problem Solving	VersaTimer®	
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CenterStage® Math	Home Team	Literature®	mundo®	
CenterStage® Science	Advantage®	Reading Mentor®	Whirly Twirly	
ChatterBlocks®	InfoTrek®	Reading Rods®	Stories®	
CitySteps®	InfoTrek® Plus	Relational	WorldScapes®	
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Connecting People®	®	RelationShapes®	Destinations®	
Conversation Cues®	Learning Place®	Scooters®		
Core PD™	for	Snap Cubes®		
CounTEN® Sorting Tray	Link-Its®	StandardsLink®		
Cuisenaire®	ManipuLite® (and	StarLIT®		
CustomWorks™	ManipuLite	Story Blossoms®		
DecaDots®	Feather & Logo)	Story Roll-Ups™		
DecimalMods®	Math 'N'	Story Surfers®		
Discovery Blocks®	Literature <sup>®</sup>	Summer Stars®		
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Figuro®	Toolbox®	The Super		
FractionWorks®	MeasureWorks®	Source®		
GeoConnectors®	Measurement 'N'	Tantalizers®		
GeoFiguro™	Literature <sup>®</sup>	TesselTiles®		
	(anything) 'N'	The First Source®		
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	Paths to Problem	Math Readers		
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	Literature <sup>®</sup>			
The Reading Rods* teaching method is covered by U.S. Patent Nos. 6.685,477 and 7.018.21				

The Reading Rods\* teaching method is covered by U.S. Patent Nos. 6,685,477 and 7,018,210. Other patents pending.

The Four Pan Algebra Balance is covered by U.S. Patent No. 5,927,989. The GeoTool Compass is covered by U.S. Patent No. 6,405,443. The Precision School Balance is covered by U.S. Patent No. D379,315.

All other product names and company logos mentioned herein remain the trademarks of their respective owners.

## **Errors, Omissions, and Changes**

While hand2mind makes every effort to ensure the accuracy of materials presented, the user is warned that this service could include typographical errors and/or technical inaccuracies. hand2mind reserves the right to make improvements and/or changes to this TOU and the Privacy Policy and/or to the products and services described on the Sites at any time.

# Claims of Copyright Infringement/DMCA Notice

(last revised 3/17/2014)

We respect others' intellectual property rights and adhere to the provisions of the <u>Digital Millennium Copyright Act</u> ("DMCA"). We respond to written notices alleging infringement that comply with the DMCA and other applicable laws. We do not accept notices or counter-notifications under the DMCA by telephone or directly through the Sites (the notices must be "real world" notices such as a facsimile, electronic mail or letter). You may wish to consult with legal counsel to assist you with assessing your claim(s) and understanding your rights and liabilities, including, without limitation, potential liability for filing a false claim. If you believe that material appearing on the Sites violates your intellectual property rights, you must file a "Notice of Allegedly Infringing Material."

To file a Notice of Allegedly Infringing Material, written notice must be made to the agent designated below ("DMCA Agent") and must substantially comply with the DMCA.

#### Your written notice of infringing material should contain:

1. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;

- 2. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- 3. Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an electronic mail address at which you, the complaining party, may be contacted;
- 4. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- 5. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; and,
- 6. Your physical or electronic signature (i.e., "/s/ [print name]") or the physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

Send notice by mail to: ATTN: DMCA Agent – Adam Sacharoff hand2mind

c/o Much Shelist, PC, 191 N. Wacker Drive, 18th Floor, Chicago, IL 60606, Adam Sacharoff, Esq.; or

By electronic mail to: Subject: ATTN: DMCA Agent – Adam Sacharoff DMCA@muchshelist.com

By facsimile to: ATTN: DMCA Agent – Adam Sacharoff 312.521.2875

#### **Counter-Notification**

If you have posted material on the Sites that has been removed as the result of our receiving a notice of allegedly infringing material, you may file a counter-notification by written notice to the DMCA Agent. The counter-notification must substantially comply with the DMCA and should contain:

- 1. Identification of the material that has been removed or to which access has been disabled and the location (on the Sites) at which the material appeared before it was removed or access to it was disabled;
- 2. Your statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;
- 3. Your name, address, and telephone number, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which you reside, or if you reside outside of the United States, for the Northern District of Illinois, Eastern Division and that you will accept service of process from the person (whether individually or on behalf of a rights holder) who provided the notification of allegedly infringing material to which the counter-notification responds; and,
- 4. Your physical or electronic signature (i.e., "/s/ [print name]").

Send notice by mail to:
ATTN: DMCA Agent – Adam So

ATTN: DMCA Agent – Adam Sacharoff

hand2mind

c/o Much Shelist, PC, 191 N. Wacker Drive, 18th Floor, Chicago, IL 60606, Adam Sacharoff, Esq.; or

By electronic mail to:

Subject: ATTN: DMCA Agent – Adam Sacharoff DMCA@muchshelist.com

By facsimile to:

ATTN: DMCA Agent – Adam Sacharoff 312.521.2875

312.321.2073

For a full text of the DMCA, click here.

Should you have any questions or concerns about use of our marks and/or allegations of infringement of your rights, please contact us at DMCA@muchshelist.com.

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