

**Quote** 

Florence Elementary School

December 22, 2020 Quote: KY 00099034

Capstone Mailing Address:

On Behalf of Your Capstone Representative:

Attn: Sarah Erie 1710 Roe Crest Drive North Mankato, MN 56003 Mike Howard (800) 443-8660

Phone: (800) 471-8112 ext. 8241 Fax: (888) 517-8978

mike@howardbooks.net

Email: serie@capstonepub.com

### Quote Prepared For:

Jennifer Payne Florence Elementary School 103 Center St Florence, Kentucky 41042-1993 (859)282-2610

jennifer.payne@boone.kyschools.us

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## You may contact us via:

- sending an e-mail request to <a href="mailto:support@capstonepub.com">support@capstonepub.com</a>); or
- sending a letter via the U.S. Mails to: Manager of Web Site Development PebbleGo 1710 Roe Crest Drive North Mankato, MN 56003

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- 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;
- 4 information reasonably sufficient to permit us to contact you, the complaining party, or the person authorized to act on your behalf;
- a statement that you, the complaining party, have a good faith belief that the use of the material in the manner complained of is not authorized by you the copyright owner, your agent, or the law; and
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  - Sending a letter, via U.S. mail, to:
  - Copyright Agent Capstone 1710 Roe Crest Drive North Mankato, MN 56003
  - Customer.Service@CapstonePub.com

### 6. Severability

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### 7. Contact us with questions

If you have any questions about this Terms of Use, the practices of this web site or your dealings with this web site, **contact us**(/company/contact-us).

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FAQ (/faqs)

System Requirements (/helpful-information/system-requirements)

Privacy Policy (/privacy-policy)

Terms of Use (/helpful-information/terms-use)

Copyright (/copyright)

Credits (/helpful-information/credit)

#### Company

About Us (/company/about-capstone)

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(/)

# Privacy Policy

# PebbleGo

- NOTICE/AWARENESS This policy statement sets forth information practices concerning the type of data that is collected at PebbleGo.com site (the "Web site"). This policy is accessible via a link at the bottom of each page. This policy applies to our online practices only.
- CHOICE/CONSENT The following paragraphs describe the type of information PebbleGo collects and the reasons why PebbleGo collects the information. By providing the information requested by PebbleGo online forms and by continuing to use the Web site after having an opportunity to review the PebbleGo privacy policy, you have consented to the PebbleGo use of the information it collects as described at the point of collection or in this policy.

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#### Children's Information

We do not collect ANY personally identifiable information from children under the age of 13, or of any age. We do not retain, store and therefore do not need to dispose of any personally identifiable information about children.

#### Your IP Address

PebbleGo collects IP addresses for the purposes of system administration, to generate aggregate information, and to audit the use of the Web site. When you request pages from the Web site, our servers log your IP address. We do not link IP addresses to anything personally identifiable, which means that your session will be logged, but you remain anonymous to us. We can and will use IP addresses to identify a user when we feel it is necessary to enforce compliance with our terms of use of the Web site or to protect our service, site, customers or others.

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Manager of Web Site Development Pebble Go 1710 Roe Crest Drive North Mankato, MN 56003

Please understand that in order to protect your privacy and security, we may also need to take reasonable steps to verify your identity before granting access or making corrections.

#### **a** INTEGRITY/SECURITY OF THE DATA COLLECTED

To prevent unauthorized access, maintain data accuracy, and ensure the correct use of information, PebbleGo has put in place commercially reasonable and appropriate physical, electronic, and managerial procedures to safeguard and secure the information we collect online.

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# **Marketing Websites**

Capstone's policy is to respect and protect the privacy of its users. This policy statement tells you how Capstone collects information from you and how it is used. Capstone follows seven core principles of privacy protection in the operation of its website:

- Privacy Shield
- Notice/Awareness of Capstone's information practices
- Choice/Consent to provide information
- Use of user-supplied information
- Access/Participation to/in your own data
- Integrity/Data security
- Enforcement/Redress through self-regulation

# **Privacy Shield**

Capstone and all U.S. subsidiaries using brand name Capstone, and Raintree, complies with the EU-U.S. Privacy Shield Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information transferred from the European Union to the United States. Capstone has certified to the Department of Commerce that it adheres to the Privacy Shield Principles. If there is any conflict between the terms in this privacy policy and the Privacy Shield Principles, the Privacy Shield Principles shall govern. To learn more about the Privacy Shield program, and to view our certification, please visit <a href="https://www.privacyshield.gov/">https://www.privacyshield.gov/</a> (https://www.privacyshield.gov/).

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Web Manager Capstone 1710 Roe Crest Drive North Mankato, MN 56003

Capstone commits to cooperate with the United States Council for International Business (USCIB) and comply with the advice given by United States Council for International Business (USCIB) with regard to [human resources] data transferred from the EU in the context of the employment relationship.

The Federal Trade Commission has jurisdiction over Capstone's compliance with the Privacy Shield.

#### Annex I: Section C

An individual who decides to invoke this arbitration option must take the following steps prior to initiating an arbitration claim: (1) raise the claimed violation directly with the organization and afford the organization an opportunity to resolve the issue within the timeframe set forth in Section III.11(d)(i) of the Principles; (2) make use of the independent recourse mechanism under the Principles, which is at no cost to the individual; and (3) raise the issue through their Data Protection Authority to the Department of Commerce and afford the Department of Commerce an opportunity to use best efforts to resolve the issue within the timeframes set forth in the Letter from the International Trade Administration of the Department of Commerce, at no cost to the individual. This arbitration option may not be invoked if the individual's same claimed violation of the Principles (1) has previously been subject to binding arbitration; (2) was the subject of a final judgment entered in a court action to which the individual was a party; or (3) was previously settled by the parties.

In addition, this option may not be invoked if [an EU Data Protection Authority or the Commissioner] (1) has authority under Sections III.5 or III.9 of the Principles; or (2) has the authority to resolve the claimed violation directly with the organization. [A DPA's/the Commissioner's] authority to resolve the same claim against [an EU or a Swiss] data controller does not alone preclude invocation of this arbitration option against a different legal entity not bound by the [DPA/Commissioner's] authority.

## Notice/Awareness

This policy statement sets forth Capstone's information practices concerning the type of data that is collected at Capstone's website.

This policy is being placed at a link on the bottom of Capstone's home page, a practice that has become an industry-standard location for website privacy policies.

### Choice/Consent

The following paragraphs describe the type of information Capstone collects and the reasons why Capstone collects the information. By providing the information requested by Capstone's online forms and by continuing to use Capstone's website after having an opportunity to review Capstone's privacy policy, you have consented to Capstone's use of the information it collects as described at the point of collection or in this policy.

# **User-supplied Information**

# What does Capstone do with your personal information?

You may be asked to supply contact information in order to receive information or materials that you request from Capstone's website. Capstone uses contact information to send you the information you request when you submit the form. The information Capstone collects in this manner is not used for any other purpose.

### What information does Capstone collect?

Capstone collects and processes personal data about you when you purchase goods and services from Capstone and interact with Capstone, its Sales Team and its websites. This information includes:

- Your name, username, and password
- ✓ Your residential or business address, email address, and phone number
- Your payment and delivery details, including billing and delivery addresses and credit card details, when you make purchases from our website.
- Your marketing preferences, including any consents you have given us
- ✓ Information related to the browser or device you use to access Capstone's websites
- Records of your use of Capstone subscription products.

# How does Capstone use your information?

Capstone uses your information in the following ways:

- To fulfill a contract with or a request from you. For example:
  - Fulfilling orders via the third-party distribution company
  - Handling credit-card information provided through Capstone's websites using PCI-compliant payment services
  - Storing and analyzing your information in order to evaluate job applications
  - Managing occasional competitions
- To operate the business and pursue legitimate commercial interests:
  - Giving you access to products or services ordered by your institution

- Informing you about Capstone products and services by mail, email, and phone in accordance with your marketing preferences and law relating to direct marketing
- Undertaking targeted advertising for other Capstone products and services that Capstone believes may be of interest to you,
   based on the products you use and purchase from the Capstone website
- Providing you with different content within a product or service, e.g. where Capstone adds content to a subscription product
- Analyzing how you purchase and use Capstone products so Capstone can develop future products and services, including through the use of surveys
- Ensuring the security of Capstone's website, microsites and protecting Capstone's rights
- Capstone may disclose user information in special cases when it has reason to believe that disclosing this information is necessary to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) Capstone's rights or property or other users of the website, or anyone else that could be harmed by such activities. Capstone may use or disclose user information to address violations or possible violations of the Terms and Conditions of use of the website. Capstone may disclose user information when it believes in good faith that the law requires the disclosure.
- Capstone may share aggregate information about our users with business partners and other third parties. For example, Capstone may disclose that the website audience comes x percent from east of the Mississippi River and y percent from west of the Mississippi River.

### What does Capstone do with your personal information?

Capstone uses personal information in order to promote and provide Raintree products and services, to ensure the security of its websites, and to operate the business.

### Where consent has been given

- If Capstone needs your consent in order to send marketing for Capstone products and services to you
- To place cookies as detailed in our Cookie Policy below

## How Capstone shares your information

Capstone shares your personal details:

- Within Capstone in order to carry out the processing described above
- With third-party service providers who process your information on Capstone's behalf for the purposes above such as payment processors, or fulfillment houses
- With third parties which are identified as co-promoters of competitions that you enter
- With its Sales Team who are independently employed by Capstone

Capstone will also share your personal information:

- If Capstone determines this is necessary to in order to protect the rights, property, or safety of Capstone, its employees, its commercial partners, or its customers. This includes sharing information for the purposes of fraud protection and credit-risk reduction
- ✓ With government authorities and/or law-enforcement officials if required by law.

In the context of an onward transfer, Capstone has the responsibility for the processing of personal information it receives under the Privacy Shield and subsequently transfers to a third party acting as an agent on its behalf. The Privacy Shield organization (Capstone) shall remain liable under the Principles if its agent processes such personal information in a manner inconsistent with the Principles, unless the organization proves that it is not responsible for the event giving rise to the damage.

Updating your personal information and changing your consent preferences

Where your consent is required for Capstone to process your personal information, Capstone will ask for your consent at the point at which you provide your data. It is your right to withdraw that consent at any time. You can also update your personal information whenever you require.

If you wish to access, remove or correct any personally identifying data you have supplied to Capstone you may do so either by:

- Sending an e-mail request to <u>customer service (https://www.capstonepub.com/library/service/contact/)</u> or
- Sending a letter, via U.S. mail, to:

Web Manager
Capstone
1710 Roe Crest Drive
North Mankato, MN 56003

Capstone will not sell your personal information to third parties.

# Storage of your personal information

Capstone will only store records of your personal information for as long as is deemed reasonably necessary for the purposes for which it has been collected, and in order to comply with any statutory or regulatory obligations in relation to retention of such records.

Capstone respects requests to stop processing your personal data for marketing purposes. This includes logging a record of all your requests indefinitely so that Capstone can respect your request in future.

#### Your IP Address

Capstone collects IP addresses for the purposes of system administration, to generate aggregate information, and to audit the use of the website. When you request pages from the website, Capstone's servers log your IP address. Capstone does not normally link IP addresses to anything personally identifiable, which means that your session will be logged, but you remain anonymous to Casptone. Capstone can and will use IP addresses to identify a user when it is necessary to enforce compliance with the terms of use of the website or to protect Capstone's service, website, customers or others.

#### Use of Cookies

Like most other e-commerce websites, the Capstone site uses "cookies." Cookies are small files placed temporarily in your Internet browser that keep track of your stay at our website. The text in a cookie, by itself, only tells Capstone that you have visited the website before. A cookie generated by the website contains no information about you and does not gather information from your computer about you. It contains only an alphanumeric ID that, for example, allows you to retrieve your shopping cart.

This website creates a cookie (a small piece of computer code) which is sent to and stored on your computer containing a unique session identifier only. This identifier is used to record site-usage statistics. In a separate automatic operation the web server will collect your IP address and details of the website from where you came before entering this website. This information is used to:

- record how many times the website has been visited
- record which areas of the website have been visited to improve its content and layout

The information collected is stored on your computer and will automatically be deleted if you do not revisit this website for 90 days.

If you do not agree to this website's use of cookies, you will need to disable cookies in your web browser settings — in doing so, you may experience some loss of functionality while browsing the website, particularly related to the online shopping cart.

### Access/Participation

You may access the data about you that Capstone has collected by sending a request to the address listed below. If you believe that an error has been made in the accuracy of the data collected from you, Capstone will correct such error upon adequate verification of the error and the identity of the person seeking the correction.

If you wish to access, remove or correct any personally identifying data you have supplied to Capstone you may do so either by:

- Sending an e-mail request to <u>customer service (https://www.capstonepub.com/library/service/contact/)</u> or
- Sending a letter, via U.S. mail, to:

Web Manager
Capstone
1710 Roe Crest Drive
North Mankato, MN 56003

Please understand that in order to protect your privacy and security, Capstone may also need to take reasonable steps to verify your identity before granting access or making corrections.

# Integrity/Data Security

To prevent unauthorized access, maintain data accuracy, and ensure the correct use of information. Capstone has put in place commercially reasonable and appropriate physical, electronic, and managerial procedures to safeguard and secure the information collected online.

### Enforcement/Redress

If, for some reason, you believe that Capstone has not adhered to its privacy policy, please notify us by either of the methods set forth above. Capstone will do its best to respond to your concerns and, when appropriate, take steps to correct a problem.

# Your Acceptance of This Policy

By using this website, you signify your assent to this policy statement regarding online privacy. Capstone may change the terms of its privacy policy with or without notice to you. It is your responsibility to review the terms of this privacy policy. If you do not agree to this policy statement, then please do not use our website. Your continued use of the Capstone website following the posting of changes to these terms will mean you accept those changes. If you have any questions about this policy statement, the practices of this website, or your dealings with Capstone, you may contact Capstone at the address given above.

# Administrator Login (https://teacher.pebblego.com/login/) Helpful Information

FAQ (/faqs)

System Requirements (/helpful-information/system-requirements)

Privacy Policy (/privacy-policy)

Terms of Use (/helpful-information/terms-use)

Copyright (/copyright)

Credits (/helpful-information/credit)

#### Company

About Us (/company/about-capstone)

Blog (/blog)

News/Updates (/company/news-updates)

Contact Us (/company/contact-us)

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Website By AUGUST ASH (HTTP://WWW.AUGUSTASH.COM)