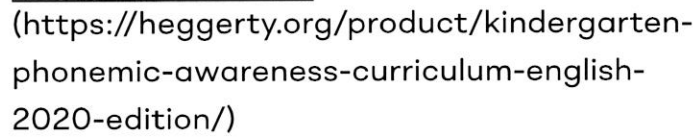


Print Curriculum: Kindergarten 2020
(English)
(<https://heggerty.org/product/kindergarten-phonemic-awareness-curriculum-english-2020-edition/>)

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Subtotal

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Shipping

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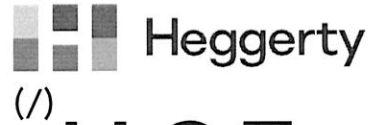
\$0.00

Total (USD)

\$1,036.65

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Literacy Resources, LLC Terms of Use

This version was last updated on December 1, 2020.

Effective Date: August 17, 2018

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By placing an order, accessing or using any content, information, services, features or resources available or enabled via this Website (collectively with the Website, the "Services"), you: (1) agree to be bound by this Agreement and any future amendments and additions to this Agreement as published through the Services; (2) represent you are of legal age in your jurisdiction of residence to form a binding contract; and (3) represent that you have the authority to enter into this Agreement personally and, if applicable, on behalf of any company, organization or other legal entity on whose behalf you use the Services. Except as otherwise provided in this Agreement, if you do not agree to be bound by this Agreement, you may not access or use the Services.

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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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2.1 Acceptable Use of Services. Literacy Resources owns all rights, title and interest in the Services. The Services are protected by copyright and other intellectual property laws both in the United States and throughout the world. Subject to this Agreement, Literacy Resources grants you a limited, non-exclusive, non-transferable, non-sub-licensable license to use the Services solely for your own non-commercial purposes. Any future release, update or other addition to the Services shall be subject to this Agreement. Literacy Resources, its suppliers and service providers reserve all rights not granted in this Agreement.

2.2 Restrictions on Use of Services. The rights granted to you in this Agreement are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the Services or any portion of the Services; (b) you shall not frame or use framing techniques to enclose any trademark, logo or Services of Literacy Resources, including images, text, page layout or form; (c) you shall not use any metatags or other "hidden text" using Literacy Resources' name or trademarks; (d) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Services except to the extent the foregoing restrictions are expressly prohibited by applicable law; (e) you shall not use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to "scrape" or download data from the Services (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from the Website for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (f) you shall not access the Services to build a similar or competitive website, application or service; (g) except as expressly stated herein, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by

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3. Order Process

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3.2 Order Issues. Although we strive to accept all valid orders, Literacy Resources reserves the right to deny any order for any reason, including if: (i) we discover an error in pricing and/or other information about the Product or receive insufficient or erroneous billing, payment, and/or shipping information, (ii) we suspect an order has been placed using stolen payment card information or otherwise appears to be connected to fraud, or (iii) the ordered Product is unavailable due to discontinuance or otherwise. We may also refuse any order that is connected with a previous payment dispute.

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). 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. Fees and Purchase Terms

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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.

11. General Provisions

11.1 Electronic Communications. The communications between you and Literacy Resources use electronic means, whether you visit the Services or send Literacy Resources e-mails, or whether Literacy Resources posts notices on the Services or communicates with you via e-mail. For contractual purposes, you (1) consent to receive communications from Literacy Resources in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications and documents that Literacy Resources provides to you electronically will have the same legal effect that such communications or documents would have if they were set forth in "writing." The foregoing sentence does not affect your statutory rights.

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). 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.