



To renew your subscription please process this invoice.

Generation Genius, Inc.

14622 Ventura Blvd #2026,
Sherman Oaks, CA 91403
contact@generationgenius.com
Phone: (866) 936-5564
Fax: (707) 312-8176

INVOICE: GG83117-R1

Date: Aug 31, 2021

TO:

Julia Hansel
3300 Cougar Path
Hebron, KY 41048

FOR:

Generation Genius Videos & Lessons
School - Yearly Plan (Science Only)
Account: CMSscience1

DESCRIPTION	DURATION	RATE	AMOUNT
School - Yearly Plan (Science Only) Educational streaming video and lesson subscription to www.GenerationGenius.com. Includes videos, lesson plans, quizzes, reading materials, discussion questions, and more.	1 YEAR	\$995	\$995
Total Due			\$995

Your current subscription expires on Sep 14, 2021.

Submit your PO by Oct 14, 2021 to keep your account active.

Please make checks payable to: Generation Genius, Inc.

Mail To: 14622 Ventura Blvd #2026, Sherman Oaks, CA 91403

Your PO from last year was number: 2101858

Please do not hesitate to contact us with any questions.

Terms Of Services

Terms of Service

Welcome, and thank you for your interest in Generation Genius, Inc. (“Generation Genius”, “we,” or “us”) “Service”). These Terms and Conditions are a legally binding contract between you and Generation Gen

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. BY CLICKING “CREATE ACCOU
THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND C

POLICY (COLLECTIVELY, THESE "TERMS"). If you are not eligible, or do not agree to these Terms, then p

These Terms and Conditions provide that all disputes between you and Generation Genius will be resol
RIGHT TO GO TO COURT to assert or defend your rights under this contract (except for matters that ma
determined by a NEUTRAL ARBITRATOR and NOT a judge or jury and your claims cannot be brought as
for the details regarding your agreement to arbitrate any disputes with Generation Genius.

1. **Generation Genius Service Overview.** Generation Genius produces and distributes innovative, entertai
service to homes, schools and other institutions.
2. **Free Trial Policies.** Free trials are limited to 1 per person, per year. Additionally, the primary account h
must use an account created by an adult to ensure that no personal identifying information is collect
Privacy Policy, if we discover any student data in our systems, we are obligated to delete the data [wi
3. **Eligibility.** By agreeing to these Terms, you represent and warrant to us: (i) that you have not previous
registration and your use of the Service is in compliance with any and all applicable laws and regulati
accurate and truthful, including the information that you use to register for the Service. If you are usin
you represent and warrant that you have the authority to bind such organization to these Terms and y
organization.
4. **User Accounts and Registration.** To access most features of the Service, you must register for an ac
to provide us with some information about yourself (such as your e-mail address). You agree that the
keep it accurate and up-to-date at all times. When you register for a paid account, you will be asked to
maintaining the confidentiality of your account, password and PIN, except with those who you author
activities that occur under your account. If you have reason to believe that your account is no longer :
generationgenius.com." We do not permit sharing of any log-in information with anyone not covered I
be shared with any other school; an individual license log-in may not be shared with any other individ
5. **Payment.** Upon placing your order you will have full access to Generation Genius. Generation Genius v
of purchase, or invoice you for your order. You authorize Generation Genius to charge all sums descri
due within 30 days after the date of the invoice. **All fees are in U.S. Dollars unless otherwise stated a**
6. **Cancellation Policy.** Annual paid subscriptions can only be canceled and refunded within 30 days of
subscriptions can be turned off at any time in 1-click on the manage account page or by contacting u
renewals from being charged, however, previous charges before the date of cancellation will not be re

7. **Digital Millennium Copyright Act. DMCA Notification.** We comply with the provisions of the Digital Millennium Copyright Act (17 U.S.C. §512, as amended). If you have any intellectual property complaints with respect to materials on the Service, please notify our Agent at the following address: Generation Genius, Inc., 1679 South Dupont Highway, Ste 100, Dover, Delaware 19901, alleging that materials hosted by or distributed through the Service infringe intellectual property rights:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property;
- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of the material that you claim is infringing and where it is located on the Service;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the use of the materials on the Service constitutes infringement of the copyright owner, its agent, or the law; and
- a statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are authorized to act on the copyright or intellectual property owner's behalf.

8. **Prohibited Conduct.** BY USING THE SERVICE YOU AGREE NOT TO:

- Re-sell access to Generation Genius;
- Post any of our materials publically online;
- Use the Service for any illegal purpose, or in violation of any local, state, national, or international law;
- Violate, or encourage others to violate, the rights of third parties, including by infringing or misappropriating intellectual property;
- Post, upload, or distribute any content that is unlawful, defamatory, libelous, inaccurate, or that is otherwise inappropriate, including but not limited to, obscene, indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate;
- Interfere with security-related features of the Service, including without limitation by (i) disabling or circumventing any security measures, or (ii) reverse engineering or otherwise attempting to discover the source code of the Service, if such activity is expressly permitted by applicable law;

- Interfere with the operation of the Service or any user's enjoyment of the Service, including without limitation, (i) introducing or attempting to introduce viruses, adware, spyware, worms, or other malicious code, (ii) making unsolicited offers or advertisements, (iii) collecting, personal information about users or third parties without their consent; or (iv) interfering with the operation of the Service, or connected to or used to provide the Service, or violating the regulations, policies, or procedures of the Service;
- Perform any fraudulent activity including impersonating any person or entity, claiming false affiliation with Generation Genius, or obtaining Generation Genius's express permission;
- Sell or otherwise transfer the access granted herein or any Materials (see Section 10) or any right or interest in the Service;
- Attempt to do any of the foregoing in this Section 6, or assist or permit any persons in engaging in any of the foregoing.

9. Termination of Use; Discontinuation and Modification of the Service. If you violate any provision of these Terms, Generation Genius may suspend or terminate your access to the Service automatically and Generation Genius will not be obligated to refund any fees you have paid. Additionally, Generation Genius may suspend or terminate your access to the Service at any time, with or without notice, if it suspects a violation of any provision of these Terms. If you are terminated, you may contact customer service at support [at] generationgenius.com.

10. Privacy Policy; Additional Terms.

- Privacy Policy. Please read the Generation Genius Privacy Policy carefully for information relating to the collection, use, and disclosure of your personal information. The Generation Genius Privacy Policy is hereby incorporated by reference into these Terms.
- Additional Terms. Your use of the Service is subject to any and all additional terms, policies, rules, or notices that we may post on or link to on the Service (the "Additional Terms"), such as end-user license agreements, terms of use, or rules applicable to particular features or content on the Service, subject to Section 11. All such additional terms, policies, rules, or notices are hereby incorporated by reference into, and made a part of, these Terms.

11. Modification of these Terms. We reserve the right, at our discretion, to change these Terms on a going forward basis. We may make changes to these Terms periodically for changes. In the event that a change to these Terms materially modifies your rights or obligations, we will provide you with notice of the change in order to continue to use the Service. Material modifications will be effective upon your acceptance of the change or, if you do not accept the change, the modification will be effective upon publication. For the avoidance of doubt, disputes arising under these Terms will be resolved by arbitration. You agree that either Generation Genius or you receive written notice of the dispute.

12. Ownership; Proprietary Rights. The Service is owned and operated by Generation Genius. The visual content, text, graphics, logos, icons, images, audio, computer code (including source code or object code), products, software, services, and all other elements of the Service are the property of Generation Genius.

Genius are protected by all relevant intellectual property and proprietary rights and applicable laws. A Generation Genius or our third-party licensors. Except as expressly authorized by Generation Genius, reserves all rights to the Materials not granted expressly in these Terms.

13. **Indemnity.** You agree that you will be responsible for your use of the Service, and you agree to defend officers, directors, employees, consultants, affiliates, subsidiaries and agents (collectively, the “Gener liabilities, damages, losses, and expenses, including reasonable attorneys’ fees and costs, arising out alleged use of the Service; (ii) your violation of these Terms or any representation, warranty, or agreeer (iii) your violation of any third-party right, including without limitation any intellectual property right, p disputes or issues between you and any third party. We reserve the right, at our own expense, to assu subject to indemnification by you (and without limiting your indemnification obligations with respect our defense of such claim.
14. **Disclaimers; No Warranties.** THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROU AVAILABLE” BASIS, WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPL WITHOUT LIMITATION) DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED CONTENT AVAILABLE THROUGH THE SERVICE, INCLUDING BUT NOT LIMITED TO (i) ANY IMPLIED V PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (ii) ANY WARRANT TRADE. THE GENERATION GENIUS ENTITIES DO NOT WARRANT THAT THE SERVICE OR ANY PART THROUGH THE SERVICE, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OT THAT ANY OF THE FOREGOING WILL BE CORRECTED.[break]NO ADVICE OR INFORMATION, WHETH SERVICE OR ANY MATERIALS OR CONTENT AVAILABLE ON OR THROUGH THE SERVICE WILL CREA GENIUS ENTITIES OR THE SERVICE THAT IS NOT EXPRESSLY STATED IN THESE TERMS. YOU ASSUI YOUR USE OF OR ACCESS TO THE SERVICE, YOUR DEALINGS WITH OTHER SERVICE USERS, AND AI SERVICE. YOU UNDERSTAND AND AGREE THAT YOU USE THE SERVICE AND USE, ACCESS, DOWNLO THROUGH THE SERVICE AND ANY ASSOCIATED SITES OR SERVICES AT YOUR OWN DISCRETION AI DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM USED IN CONNECTION WITH USE OF THE SERVICE OR THE DOWNLOAD OR USE OF SUCH MATERIALS OR CONTENT. SOME JURIS AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.
15. **Limitation of Liability.** IN NO EVENT WILL THE GENERATION GENIUS ENTITIES BE LIABLE TO YOU F OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GO OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, TH SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE GENERATION GENIUS ENTITIES HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.[br

theory, and regardless of whether the claims arise during or after the termination of these Terms. THESE TERMS, YOU AND GENERATION GENIUS ARE EACH WAIVING THE RIGHT TO A TRIAL BY

- Exceptions. Notwithstanding Section 17.1, we both agree that nothing herein will be deemed to w an individual action in small claims court; (ii) pursue enforcement actions through applicable fede (iii) seek injunctive relief or other provisional remedies in aid of arbitration from a court of law; or i infringement claims.
- Arbitrator. Any arbitration between you and Generation Genius will be governed by the Commercial Procedures for Consumer Related Disputes (collectively, “AAA Rules”) of the American Arbitration administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by c Genius.
- Notice; Process. A party who intends to seek arbitration must first send a written notice of the dis (signature required), or in the event that we do not have a physical address on file for you, by elect is: 1679 South Dupont Highway, Ste 100, Dover, DE 19901. The Notice must (i) describe the nature specific relief sought (“Demand”). We agree to use good faith efforts to resolve the claim directly, after the Notice is received, you or Generation Genius may commence an arbitration proceeding. I made by you or Generation Genius shall not be disclosed to the arbitrator until after the arbitrator dispute is finally resolved through arbitration in your favor, Generation Genius shall pay you (i) the settlement amount offered by Generation Genius in settlement of the dispute prior to the arbitrac
- Fees. In the event that you commence arbitration in accordance with these Terms, Generation Ge unless your claim is for greater than \$10,000, in which case the payment of any fees shall be deci at a location to be agreed upon in New York County, New York, provided that if the claim is for \$10 conducted (i) solely on the basis of documents submitted to the arbitrator; (ii) through a non-app hearing as established by the AAA Rules in the county (or parish) of your billing address. If the ark relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the s then the payment of all fees will be governed by the AAA Rules. In such case, you agree to reimb that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which reasoned written decision sufficient to explain the essential findings and conclusions on which th make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at a party made within 14 days of the arbitrator’s ruling on the merits.

- **No Class Actions.** YOU AND GENERATION GENIUS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER INDIVIDUALLY IN A COURT OF APPROPRIATE JURISDICTION. Generation Genius agree otherwise, the arbitrator may not consolidate more than one person's claim, and, except as provided in this Section 17, may not hear or determine a claim brought by or on behalf of a class or group of persons. If you are a party to a class or class representative or class proceeding.
- **Modifications.** In the event that Generation Genius makes any future change to this arbitration provision (including any change to the Notice), you may reject any such change by sending us written notice within 30 days of the change. If you do not reject the change within the 30-day period, the arbitration provision, as in effect immediately prior to the amendments you reject shall survive.
- **Enforceability.** If Section 17.6 is found to be unenforceable or if the entirety of this Section 17 is found to be unenforceable, the parties agree that the exclusive jurisdiction and venue shall be null and void and, in such case, the parties agree that the exclusive jurisdiction and venue shall be the courts of the state or related to these Terms.

19. **Consent to Electronic Communications.** By using the Service, you consent to receiving certain electronic communications from us, including but not limited to, notices, alerts, and promotional offers. You may opt out of receiving these communications at any time by clicking the "unsubscribe" link in any email we send to you. For more information, please read our Privacy Policy. Please read our Privacy Policy to learn more about your choices regarding our electronic communications, disclosures, or other communications that we send to you electronically will satisfy any applicable law. All communications be in writing.

20. **Contact Information.** The Service is offered by Generation Genius, Inc., located at 1679 South Dupont Circle, NW, Washington, DC 20036. You may contact us by sending correspondence to the foregoing address or by emailing us at support [at] generationgenius.com. We may contact you by email or by sending a letter to the foregoing address with your electronic mail address. Terms mailed to you electronically by sending a letter to the foregoing address with your electronic mail address.

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SCIENCE MATH