

# Sales Order Quote



**The Math Learning Center**  
**P.O. BOX 12929**  
**Salem, OR 97309-0929**  
**1-800-575-8130 Fax 503-961-0132**  
**mathlearningcenter.org**

Quote Number 00008960  
Customer Number 0601289  
Quote Date 9/20/2021  
Expiration Date 2/28/2022

## Address Information

Bill To Name Boone County Schools  
Bill To 8330 Us Highway 42  
Florence, Kentucky 41042-9286  
United States

Ship To Name Boone County Schools  
Ship To 8330 Us Highway 42  
Florence, Kentucky 41042-9286  
United States

Product Code	Product	Quantity	Sales Price	Total Price
2BINTS1	Bridges Intervention Set 1	3.00	\$975.00	\$2,925.00
2BINTS2	Bridges Intervention Set 2	1.00	\$975.00	\$975.00
2BESINT	BRIDGES EDUCATOR SITE INTERVENTION ACCOUNT	4.00	\$0.00	\$0.00

Total Price	\$3,900.00
Freight %	7.00%
Freight Amount	\$273.00
Tax	\$0.00
Grand Total	\$4,173.00

Shipping is quoted for orders placed with a purchase order and paid via check/ACH. Other payment methods may affect shipping charges.

As of January 25, 2021, our shipping/handling fees have changed.

- A standard shipping/handling fee of 10% is applied to the order total.
- The shipping and handling fee is reduced to 7% for purchase orders paid by check or ACH.
- All orders are subject to a minimum \$10 fee.

**Please Note: Above quote does not reflect taxes that may be incurred on freight. This will be included in your final invoices.**

## Essential Notes about Your Quote(s)

### Bridges and Number Corner Classroom Packages

Each classroom package K–5 is designed to support 30 students. Bridges Pre-K is designed for 20 students. Total cost per classroom will depend on decisions related to consumable student books and items that are required but not included.

*Note: Materials to build student number racks are included in Bridges K–2 classroom kits. While these materials may be reused, they are considered consumable. Replacement cost is \$10 for 10 students.*

### Required Items Not Included

Our programs assume access to common classroom and household items that are required by the curriculum but not included in Bridges classroom packages. Those items that are available from MLC are included in the pricing presented in this quote. Any needed items may be purchased individually or as a discounted boxed classroom set.

### Bridges Educator Site

A free subscription to the Bridges Educator Site is included with purchase of each Bridges or Number Corner classroom package or Bridges Intervention set. Subject to the terms of use, the subscription does not expire as long as the program(s) are still in use at the school or district.

### Student Books

Teachers may print student pages from the PDF files on the Bridges Educator Site. Therefore, while the content of the student pages is required, the purchase of the preprinted, consumable books is not. Districts in the first year of adoption may be eligible for a 50% discount on these books, up to 30 books per classroom. Student books are sold in 5-packs.

### Spanish Translations

All student-facing materials, including all student book titles, are available in Spanish. A supplemental components kit with translated items may be purchased for each grade level for Bridges and Number Corner. Bridges Intervention sets already include translated components. PDF versions of these components are also available on the Bridges Educator Site. Translated teacher guides are not available.

### Shipping and Handling

We use FedEx as our main carrier. The shipping and handling fee is 10% of the total order, with a minimum charge of \$10. The shipping and handling fee is reduced to 7% for purchase orders paid by check or ACH. If your order requires special handling, there may be additional charges. For International customers, this fee covers delivery to a freight forwarder located within the continental United States. The freight forwarder will require additional payment for their services.

Curriculum (/curriculum)

Apps (/apps)

For Educators (/educators)



Websites Terms of Use

For Families (/families)

About (/about)

Store (<https://store.mathlearningcenter.org/>)

Effective Date: January 1, 2005; Last Updated September 25, 2017.

- 1. Usage.** All access to, browsing, and/or other use of The Math Learning Center's websites located at [www.mathlearningcenter.org](http://www.mathlearningcenter.org) and [bridges1.mathlearningcenter.org](http://bridges1.mathlearningcenter.org) ("the Websites"), is subject to the terms and conditions set forth in these Terms of Use ("these Terms"). The Websites are owned and operated by The Math Learning Center, an Oregon nonprofit corporation (referred to herein as "The Math Learning Center," "we," and "our").
- 2. Legal Agreement.** By accessing, browsing, or using one or more of the Websites, you, on behalf of yourself and any entity you represent, if applicable, acknowledge that these Terms are a legal agreement between you (and any entity you represent, if applicable) and The Math Learning Center. You, on behalf of yourself and any entity you represent, if applicable, further acknowledge that you have read, understood, and agree to be bound by these Terms. If acting on behalf of an entity, you must have, and you represent and warrant that you have, full authority to bind your entity to these Terms. Further, by using the Websites, you also consent and agree to the information practices disclosed in our [Privacy Statement \(/privacy\)](#), which is incorporated into and made a part of these Terms by this reference and discussed below. You acknowledge and agree that these Terms are supported by reasonable and valuable consideration (which consideration includes your use of the Websites), and you acknowledge your receipt of and the sufficiency of the consideration. These Terms affect your legal rights and obligations. If you do not agree to these Terms, please do not use the Websites.
- 3. Modification of Terms.** The Terms may, at any time, be updated in our discretion. If we change these Terms, we will post that fact on the Websites and post the revised Terms here. Unless a later date is indicated, any changes will be effective when we post the changes on our Websites. You can determine if these Terms have been revised since

your last visit to the Websites by referring to the effective date or last updated date at the top of these Terms. You agree to be bound by the Terms currently in effect each time you access one or more of the Websites.

4. **Jurisdiction.** The Websites are controlled and operated from the United States and are not intended to (and shall not be deemed to) subject us to non-U.S. jurisdiction or laws. Use of the Websites is unauthorized in any jurisdiction that does not give effect to all of these Terms. If you access the Websites, you do so at your own risk, and you agree to comply with all applicable local, state, and federal laws, rules, and regulations in connection with your use of the Websites. We may limit the Websites' availability, in whole or in part, to any person, geographic area, or jurisdiction we choose, at any time and in our sole discretion.
5. **Modification of Websites and MLC Content.** Unless otherwise expressly agreed by The Math Learning Center, we reserve the right, without notice and for any reason, to remove any MLC Content ("MLC Content" is defined as all text, publications, graphics, logos, images, audio clips, videos, mobile and web applications, digital downloads, and any other material and information on, comprising, or used in connection with the Websites) from or services offered through the Websites; to modify, suspend, or discontinue the Websites (or any part thereof); and/or to deny access of any user to all or any part of the Websites.
6. **Accuracy of MLC Content.** We attempt to provide MLC Content on the Websites that is complete, accurate, and current. Despite our efforts, MLC Content may occasionally be inaccurate, incomplete, or out of date. We make no representation as to the completeness, accuracy, or timeliness of any MLC Content.
7. **Intellectual Property.** All MLC Content made available on the Websites; the selection, arrangement, and presentation of all such MLC Content; the overall design, "look and feel," color combinations, and other graphical elements of the Websites, and all rights, titles, and interests therein (including without limitation all copyrights, trademark rights, and other intellectual property and proprietary rights therein) are exclusively owned by The Math Learning Center and/or its licensors or suppliers. Such intellectual property rights are protected by all applicable intellectual property laws. The Math Learning Center™, BRIDGES®, NUMBER CORNER®, MATH AND THE MIND'S EYE®, BUILDING MATHEMATICAL THINKERS®, and certain other trademarks, service marks, slogans, taglines, and names appearing on the Websites are registered or unregistered trademarks and service marks of The Math Learning Center in the United States and other countries. The Math Learning Center exclusively owns all rights, titles, and interests in and to these trademarks, service marks, and names. The display of these marks and of notices associated with these marks is not intended to be a comprehensive compilation of all of our trademark rights, and we may own other trademark rights. All

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(b) you will not use the Websites or any of the MLC Content in a manner that exceeds your limited license as defined above;

(c) you will not delete, modify, adapt, translate, mirror, create works and/or derivative works based upon, reverse engineer, decompile, disassemble, or otherwise tamper with the MLC Content and/or the Websites;

(d) you will not create or compile a database of the Websites or MLC Content without The Math Learning Center's prior written consent, and you will not otherwise access, use, download, or copy the Websites or MLC Content in order to compete with The

Math Learning Center in any way;

(e) you will not use the Websites or MLC Content to design, develop, operate, support, market, distribute, or otherwise make available any program, application, or service (including without limitation any device, technology, product, computer program, mobile device application, website, or mechanical or personal service) that enables or provides access to, use of, operation of, or interoperation with the Websites or MLC Content;

(f) you will not use any manual or automatic website search/retrieval computer hardware or application to retrieve or in any way gather MLC Content or other material on or comprising the Websites, or reproduce or circumvent the structure or presentation of the Websites without our prior written consent. General purpose Internet search engines can access the Websites and use limited content from the Websites if, in all cases: (i) They provide a direct hyperlink to the relevant web page from the applicable Website; (ii) they link to and use the MLC Content solely in connection with their activities as an Internet search engine; and (iii) they access the Websites from a stable IP address using an easily identifiable agent. We reserve the right to revoke this permission;

(g) you will not upload, post, or otherwise transmit any software viruses or any other computer code intended to interrupt, destroy, or limit the functionality of the Websites;

(h) you will not attempt to gain unauthorized access to the Websites;

(i) you will not impersonate any person or entity, create a false identity, falsely state or otherwise misrepresent your affiliation with any person or entity, or express or imply that we endorse any statement you make or have made;

(j) you will not remove, obscure, or modify any copyright, trademark, or other proprietary rights' notice from the Websites or MLC Content;

(k) you will not collect any email addresses made available on the Websites for purposes of promotions or marketing campaigns, and you will not otherwise transmit, disclose, collect, or store personal information about others;

(l) you will not solicit others through the Websites to become members of any enterprise or organization without The Math Learning Center's prior written permission;

(m) you will not use the Websites or MLC Content in any manner that may adversely affects our resources or the availability of the Websites to others, or in any way that disrupts the operation of the Websites or the MLC Content or servers or networks that make the Websites available; and

(n) you will not use the Websites to submit any material or information that is obscene, threatening, harassing, slanderous, defamatory, abusive, invasive of privacy; or that infringes, misappropriates, or otherwise violates the proprietary or legal rights of any person or entity.

**9. Disclaimer of warranties and limitation of liability.** You use the websites at your own risk. The Math Learning Center provides the websites and mlc content “as is” and “as available,” without any representation or warranty of any kind, express or implied. We disclaim, to the maximum extent permitted by applicable law, all express, implied, and statutory representations and warranties with respect to the websites and mlc content, including, but not limited to: (a) Warranties of performance, merchantability, fitness for a particular purpose, security, non-infringement, title, satisfactory quality, suitability, reliability, accuracy, omissions, completeness, currentness, and lack of delays; (b) Warranties that access to or use of the websites and/or any mlc content will be continued, uninterrupted, secure, complete, error free, or free of viruses or other harmful components, or that communications made through the websites will be secure and not intercepted by a third party; (c) Warranties as to the life of the websites, any url or third-party web service; (d) Warranties that any particular software or hardware will be compatible with the websites and/or mlc content; and (e) Warranties with regard to any mlc content or software that has been modified in any way by anyone other than, and without the express approval of, The Math Learning Center. By accessing, browsing, or using the websites, you acknowledge that the provision of content and software entails the likelihood of some human and machine errors, delays, interruptions, and losses, including the inadvertent loss of data or damage to media.

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No statements, whether oral or written, made by any director, officer, member, employee, shareholder, or agent of The Math Learning Center or made on the Websites may be deemed as a representation or warranty on behalf of The Math Learning Center in contradiction to this section 9 or any other provisions of these terms.

In agreeing to the limitations of liability contained in these terms, you expressly waive any protections (whether statutory or otherwise) that would otherwise limit the coverage of the limitations of liability to include only those claims that you may know or suspect to exist in your favor at the time of agreeing to the limitations of liability.

Without limiting the generality of the foregoing, you expressly waive California Civil Code § 1542 (and any similar laws in other jurisdictions), which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

- 10. Links to Third-Party Websites.** The Websites may provide links to other third-party World Wide Web sites or resources that we do not own, operate, or control. You acknowledge that The Math Learning Center has no control over such sites and resources. Therefore, The Math Learning Center is not responsible for the availability of such external sites or resources and is not responsible or liable for any content, advertising, products, services, or other materials on or available from such sites or resources. If you click on the links, you will leave the Websites and be subject to the terms of use and privacy policies of the linked sites. **YOUR USE OF THIRD-PARTY SITES IS AT YOUR OWN RISK.** You agree that The Math Learning Center 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 third-party website, content, products, or services available on or through any such website or resource.



11. **Web Forums.** The Math Learning Center may provide one or more blogs or web forums, which may be accessed through the Websites. Such forums may or may not be monitored by The Math Learning Center for user-generated content. Please be advised that web forum content is the sole responsibility of the person supplying the user-generated content, and The Math Learning Center disclaims any and all responsibility to control such content and all other responsibility and liability for such content. Opinions expressed on The Math Learning Center web forums and in any corresponding comments are the personal opinions of the original authors, and not necessarily that of The Math Learning Center. You acknowledge and agree that your reliance on user-generated content will be at your own risk.

(a) **Ownership of and Right to Use User-Generated Content.** If you choose to post any information, content, or comments (collectively, “user-generated content”) to our web forums, you consent to our posting and collection of such user-generated content, and you grant us permission to use (and to allow third parties to use) such user-generated content in connection with the operation of the Websites and our business generally, including without limitation, for our advertising and marketing purposes. You grant us the unrestricted, perpetual, irrevocable, worldwide, transferable, sublicensable, royalty-free, and fully-paid up nonexclusive right and license to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, reformat, and create derivative works based on your user-generated content; and to publish your name and city of residence in connection with your submitted user-generated content (though we are under no obligation to use your name or city of residence or to give you any attribution or credit for such user-generated content). You acknowledge and agree that we may use your user-generated content in any media, now known or hereafter developed. You will not be paid for our use of your user-generated content. We do not claim ownership of your user-generated content, unless otherwise expressly provided on the Websites. You acknowledge and agree that we may have something similar already under consideration or development, and we will own all right, title, and interest in and to what we create or develop without use of your user-generated content. You acknowledge and agree that we shall have no responsibility or liability to you or any third party for any use or misuse of your user-generated content by any other Website user.

(b) **Conduct Relating to Your User-generated Content.** If you post user-generated content to our web forums:

- You are solely responsible for the user-generated content you post. Upon your request, we may, but have no obligation to, remove user-generated content that you post, but copies may remain in our storage media. We retain the right to make archival and back-up copies of and to store user-generated content you post (and

drafts of user-generated content that you never actually post), indefinitely. You agree, however, that we have no responsibility or liability for the deletion of or failure to store or transmit this user-generated content.

- You must not post user-generated content for unlawful purposes or to promote illegal activities.
- You must not post user-generated content using any automated means.
- We may, but are not obligated to, prescreen and/or monitor the user-generated content posted to the Websites. We reserve the right, however, to decide what to post and whether to remove any posts, without notice or liability to the user who posted the user-generated content or any other user.
- By posting, you represent and warrant that you have the right to share your user-generated content, and that our use of the user-generated content as allowed in these Terms and inclusion of the user-generated content on the Websites, does not and will not infringe, misappropriate, or otherwise violate any third-party copyright, trademark right, patent right, trade secret right, and any other proprietary right, privacy right, right of publicity, or other third-party right. You shall be solely responsible and liable for any damages or harm resulting from your posting of user-generated content to the Websites.
- In the event that we refuse to post your user-generated content or remove your user-generated content for any reason, we reserve the right to disclose such user-generated content as necessary to satisfy any applicable law, regulation, or governmental request.
- Because blogs are informal in nature, we may not identify our trademarks as such in all posts and comments; however, we continue to reserve all rights, titles, and interests in such trademarks, regardless of how they are used on the Websites.

**12. Infringement Policy.** We respect the intellectual property of others, and we ask our users to do the same. We have adopted this Copyright Infringement Complaints policy in accordance with the Digital Millennium Copyright Act of 1998, including the Online Copyright Infringement Liability Limitation Act (the “DMCA”). We will respond to clear notices of alleged copyright infringement that substantially comply with the requirements set forth here. We do not act as an arbiter or judge of disputes about intellectual property rights. It is our policy to remove content posted by users on our Websites (including our web forums), which content we believe in good faith is infringing a copyrighted work. By removing content, as a prudential matter, we do not endorse or validate a claim of infringement. If we remove user-generated content from the Website, we will make a good-faith attempt to contact the party responsible for posting the content so the owner may make a counter-notice as provided for below.

(a) **Designated Agent.** Our designated agent for handling infringement notices and counter-notices: The Math Learning Center, Attn: DMCA Agent, P.O. Box 12929, Salem, Oregon 97309-0929; [legal@mathlearningcenter.org](mailto:legal@mathlearningcenter.org)

**(b) Infringement Notices.** If you believe your work has been displayed or otherwise used on the Websites in a manner that infringes your copyright, you must provide written notice to our Designated Agent via mail and/or e-mail. Please note that you may be liable for damages, including without limitation attorneys' fees and costs, if you materially misrepresent that your work has been infringed by content on the Websites. If you are unsure whether your work has been infringed, we recommend that you contact an attorney before sending notice to us. Use this format for your notice: (i) Identify your work that you believe has been infringed by content on the Websites; (ii) identify all content that you claim infringes your work, describe how the content infringes your work, and describe where the content is located on the Websites; (iii) provide your full name, mailing address, telephone number, and e-mail address, if any; (iv) include a statement that, under the penalty of perjury, you have a good-faith belief that use of the content in the manner complained of is not authorized by the copyright owner, its agent, or the law; (v) include a statement that the information in the notice is accurate, and, under penalty of perjury, that you are the copyright owner or that you are authorized to act on behalf of the owner of the right that is allegedly infringed; and (vi) sign the notice physically or electronically. You acknowledge and agree that we may provide some or all of the information in your notice (including your name and contact information) to the individual or entity who posted the allegedly-infringing content. In addition, it would help if you included a copy of the copyright Certificate of Registration for your work, if any, or other information that supports your claim that your work is protected by copyright and that you are the owner of that copyright or are authorized to act on behalf of the owner. If your notice contains the required information, and if we have a good-faith belief that the content is infringing your copyright, we will remove the content.

**(c) Counter-Notices.** The provider of affected content may make a counter notice by writing to our Designated Agent via mail and/or email. Please note that you may be liable for damages, including without limitation attorneys' fees and costs, if you materially misrepresent that your content is not infringing the copyright of a third party. If you are unsure whether your content infringes the copyright of a third party, we recommend that you contact an attorney before sending notice to us. Use this format for your notice: (i) Identify the content that has been removed, including a description of where the content was located on the Websites before it was removed; (ii) provide your full name, mailing address, telephone number, and email address, if any; (iii) include a statement that, under the penalty of perjury, you have a good-faith belief that the content was removed as a result of mistake or misidentification of the content to be removed; (iv) include a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located, or, if your address is outside the United States, in the Federal District Court of Oregon, and that you will accept service of process from the person who provided notice of the alleged

infringement or an agent of such person; and (v) sign the notice physically or electronically. You acknowledge and agree that we may provide some or all of the information in your notice (including your name and contact information) to the individual or entity who complained of the alleged infringement.

After reviewing your counter notice, we may determine that the content is not infringing and may reinstate the content on the Websites.

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14. **Privacy.** For information on how we use and protect the personal information and automatically collected information collected through your use of the Websites, view our [Privacy Statement \(/privacy\)](#). Your use of the Websites constitutes your acknowledgment of and agreement to our [Privacy Statement \(/privacy\)](#), and you acknowledge that you have read and understand our [Privacy Statement \(/privacy\)](#).
15. **Security.** While we try to maintain the security of the Websites, we do not guarantee that the Websites will be secure. Additionally, third parties may make unauthorized alterations to or breaches of the Websites. If you become aware of any unauthorized third-party alterations to or use of the Websites or any other breach of security, please contact us immediately. Additional information regarding the security of your information is included in our [Privacy Statement \(/privacy\)](#).
16. **Audit Rights and Enforcement.** We have the right, but not the obligation, at any time and with any frequency in our discretion, to audit your use of the Websites to determine your compliance with these Terms. We have the right to enforce these Terms, for any reason and in any manner or by any means that we, in our discretion, deem necessary or appropriate. We may cooperate with any legal process relating to your use of the Websites and/or any third-party claim that your use of the Websites is unlawful or infringes, misappropriates, or otherwise violates any third party's rights.
17. **Termination.** Unless prohibited by law, you acknowledge and agree that The Math Learning Center, in its sole discretion, may terminate your Website access for any reason, in addition to all other rights and remedies The Math Learning Center may have at law and in equity. Regardless of the cause or basis for the termination, you agree that The Math Learning Center shall not be liable to you or any third party for termination of Website access, and, unless required by law, we will not be required to make information you have provided us through your use of the Website (if any) available to

you upon such termination. You are not entitled to compensation or damages of any kind as a result of the termination. Accessing the Websites after such termination will constitute an act of trespass, among other potential claims.

**18. Indemnification by you .** Unless and only to the extent prohibited by applicable law, you agree to indemnify, defend, and hold The Math Learning Center and its successors and assigns and each of their officers, directors, shareholders, employees, agents, licensors, suppliers, and members harmless for, from, and against all claims, losses, liabilities, damages, judgments, settlements, awards, sanctions, fines, demands, and costs and expenses, including reasonable attorneys' fees, costs, and other expenses, resulting from or arising out of (i) your violation of these Terms or of any law, rule, or regulation; and/or YOUR breach of or default under any provision of these terms; and/or the falsity of your representations and warranties made in these terms (ii) your misuse of the websites and/or MLC content, or use of the websites and/or MLC content otherwise than in accordance with the rights granted under these terms; and/or (iii) your violation of any third-party rights.

**19. Your Discontinued Use .** You may discontinue use of the Websites at any time. These Terms will continue to apply to all past use of the Websites, even if you are no longer using them, whether voluntarily or because we terminated your access to the Websites.

**20. Governing Law and Disputes .** These Terms, and any dispute that may arise between you and The Math Learning Center regarding the Websites or MLC Content, shall be governed in all respects by the laws of the State of Oregon, U.S.A., without regard to conflict-of-laws principles that might result in the application of the laws of any other jurisdiction. In the event if a dispute, arbitration or litigation shall take place in either Marion County or Multnomah County, Oregon. You hereby consent to the exclusive jurisdiction and venue of the federal, state, and local courts located in Marion County and Multnomah County, Oregon, and you waive any jurisdictional, venue, or inconvenient forum objections thereto. You agree that any dispute arising between you and The Math Learning Center under these Terms will be conducted only on an individual basis and not in a class, consolidated, or representative action. You further agree to waive your right to a jury trial in connection with any action or litigation arising out of or related to these Terms. You further agree that, regardless of any statute or law to the contrary, you must file any claim or cause of action against The Math Learning Center arising out of or relating to these Terms or your use of the Websites within one (1) year after such claim or cause of action arose, or forever be barred. To the extent you have in any manner violated or threatened to violate The Math Learning Center's intellectual property rights; disclosed or threatened to disclose any of The Math Learning Center's confidential or proprietary information; violated or threatened to violate the security of any person, data, The Math Learning Center servers or networks,

and/or the Websites; and/or otherwise breached or threatened to breach these Terms, you acknowledge and agree that such actual or threatened violation or breach will cause immediate and irreparable harm to The Math Learning Center, and we shall be entitled to injunctive and other appropriate relief, including without limitation specific performance (without the posting of a bond or other security and without proving damages), and you agree that we may seek such relief in any court of competent jurisdiction.

21. **Severability.** If any provision of these Terms is determined by a competent authority to be unenforceable or invalid under applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid and enforceable provision that most closely matches the intent of the original provision, and all other provisions of these Terms shall continue in full force and effect.
22. **Feedback.** By submitting ideas, suggestions, enhancement requests, and/or proposals (“Contributions”) to us through the Websites or otherwise, you acknowledge and agree that: (i) Your Contributions do not contain the confidential or proprietary information of you or any third party; (ii) we are not under any obligation of confidentiality, express or implied, with respect to the Contributions; (iii) we are entitled, but not obligated, to use or disclose (without notice or credit given to you) such Contributions for any purpose, in any manner, and in any media, now known or hereafter developed; (iv) we may have something similar to the Contributions already under consideration or development, and we will own all right, title, and interest in and to what we create or develop without use of your Contributions; (v) you hereby assign to The Math Learning Center all rights, titles, and interests in and to your Contributions (and all copyright, trademark, trade secret, and other intellectual property rights therein); and (vi) you are not entitled to compensation of any kind for your Contributions.
23. **General.** These Terms do not create any partnership, joint venture, employer-employee, broker-dealer, agency, or franchise relationship between you and us. No waiver or failure to assert any provision of the Terms will be valid unless in writing and signed by waiving party. No waiver of any breach or default under these Terms will be deemed to be a waiver of any preceding or subsequent breach or default. You may not assign, transfer, or sublicense any or all of your rights or obligations under these Terms without our express prior written consent. We may assign our rights and duties under these Terms to any party, at any time, and without notice to you, unless otherwise expressly stated in these Terms or required by law. These Terms (and the Privacy Statement (/privacy), incorporated into these Terms) constitute the entire agreement between you and us relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and us relating to such subject matter. We will not be responsible for failure to fulfill any

obligation due to causes beyond our control. Nothing contained in these Terms is in derogation of our right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Websites or information provided to or gathered by us with respect to such use. We reserve all rights not expressly granted in these Terms.

**24. Electronic Communications.** When you visit the Websites or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. Unless otherwise set forth in these Terms, notices to you may be made via postings to the Websites, by email, or by regular mail, in our discretion, and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You agree that a printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings, based upon or relating to these Terms and/or your use of the Websites, to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

**25. Filtering.** Pursuant to 47 U.S.C. Section 230(d), as amended, we hereby notify you that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying a current provider of such protections is available at: <http://onguardonline.gov>. We do not endorse any of the products or services listed at this site. Further, this notice shall not constitute an admission by us that our Websites or MLC Content is/are harmful to minors.

**26. California Consumer Rights Notice.** Under California Civil Code Section 1789.3, Website users who are California residents are entitled to the following consumer rights notice: The provider of the Websites, the MLC Content, and the associated services is The Math Learning Center, 1850 Oxford Street SE, Salem, Oregon 97302. As of the Effective Date of these Terms, no direct charges are imposed upon Website users solely for use of the Websites. If you are a California resident, you may report complaints with the services provided through the Websites to or request information regarding the services from the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210. We request that you first report complaints directly to us and try to resolve them with us before contacting the Complaint Assistance Unit.

**27. Contact Information.** If you have any questions about these Terms or about the MLC Content or services on the Websites, please [contact us. \(/about/contact\)](#).



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