## Adventure 2 Learning, Inc

Deni Mazzei PO Box 196 Manhasset, NY 11030

United States

Phone: 888-406-7779 Fax: 888-406-7779 www.adventure2learning.com deni@adventure2learning.com

# Bill To:

Thornwilde Elementary

Steffanie.sela@boone.kyschools.usnet

Quote #: 1822 Quote date: Sept 22, 2021 Reference: Quote Request Due date: Dec 10, 2021

> Amount due: \$40.00

Description	Quantity	Price	Amount
A2L On-Demand Library - Single User Access	1	\$150.00	\$150.00

Subtotal	\$150.00
Item discounts	-\$110.00
Shipping	\$0.00
Total	\$40.00

## Notes

Thank you for your business and support! Provides full access to ONE teacher across 1 campus to on-demand educational enrichment videos and supporting resources for 12 months.

Terms and Conditions

Please make check payable to Adventure 2 Learning, Inc., and remit to address above.





# **Terms of Use**

Effective Date: January 1, 2019

By using this Site, you signify your consent to these Terms of Use. If you do not agree to these Terms of Use, please do not use the Site.

The following legal restrictions and terms of use apply to Adventure2Learning.com and any other site owned and/or operated by or on behalf of Adventure 2 Learning, LLC or any of its subsidiaries, that states that it is governed by these Terms of Use and/or links to these Terms of Use (the sites and entities collectively referred to herein as "Adventure2Learning.com" and "Adventure 2 Learning" and/or "we" or "Site", respectively).

## **USER ACCOUNTS**

Certain portions of the Site may ask you to create an account. If you choose to create such an account, you agree to provide only true, accurate, current and complete information. You further agree to accept all responsibility for all activities that occur under your account or password, if any, and that you will not sell, transfer or assign your account or allow others to use it. You are responsible for maintaining the confidentiality of any user name and/or password that may be assigned to or selected by you so that others may not access any members-only or password-protected portions of the Site using your account and/or identity. Adventure 2 Learning reserves the right, in its sole discretion and without notice to you, to terminate your account and/or to restrict your access to all or part of the Site for any reason, including without limitation for extended periods of inactivity.

## PAYMENT INFORMATION

We may charge a subscription or other fee for access to portions of our content on or available through the Site. You agree to pay those fees according to the terms posted at the point of sale, as well as these general terms. You must make that payment using an accepted payment method, such as a major credit card or Purchase Order. If we offer a free or discounted trial, your rights to use the Site are limited to the terms of that trial. We do not offer price protection or refunds related to price drops or promotional offerings.

## AUTOMATIC SUBSCRIPTION RENEWAL AND CANCELLATION

If you have signed up for a subscription to our Site, your subscription will automatically renew on the renewal date, which may be yearly, biannually, or monthly. Subscriptions may be canceled at any time and will be billed through the end of the period. Customers can go to their user DASHBOARD and on the "Subscription" tab click on "Change Subscriptions" to select a different subscription setting or cancel. If you cancel your subscription, you will continue to have access to the service you subscribed to through the end of the term for which you have already paid. We do not provide refunds for prepaid amounts.

## SUBSCRIPTION CONTENT

Your subscription content will include, at least, the same number of videos that is available at the time you sign up for the subscription service. Users will have no less than access to 50 videos. We will make commercially reasonable efforts to maintain the existing content throughout your subscription term. However, in our sole discretion, we may remove or replace subscription content as we deem appropriate. Adventure 2 Learning will periodically add to and refresh subscription content as it deems appropriate. We will generally include our new videos and other media offerings in your subscription, as that new content is produced and becomes available. We may, however, in our sole discretion designate some



content as non-subscription or special content, that may only be available as part of a separate offer or through payment of an additional fee.

## **USE OF MATERIALS**

This site is owned and operated by Adventure 2 Learning LLC and/or, in the case of certain features, its third party service providers, and unless otherwise indicated the contents of Adventure2Learning.com the property of Adventure 2 Learning LLC and are protected, without limitation, pursuant to U.S. and foreign copyright and trademark laws. No material from the Site may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way, except that you may download materials on any single computer for your personal non-commercial use only, provided you keep intact all copyright and other proprietary notices. Modification of the materials or use of the materials for any other purpose is a violation of Adventure to Fitness and Adventure 2 Learning copyright, trademark, and trade secret rights and others' proprietary rights. For purposes of this Agreement, the use of any such material on any other web site or networked computer environment is prohibited.

Your use of the Site and any features or products are subject to the following restrictions and limitations. You agree that you will not cause or permit:

- use any Adventure 2 Learning content or materials in violation of any company policies;
- violate any usage limits for a content or materials that the company may communicate to you;
- export or allow access to any content or materials in any manner contrary to the export regulations of the United States;
- otherwise, access or use any content or materials, or install, copy or use any content or materials, in any manner or for any purpose not expressly permitted by these Terms of Use or any company policies;
- reverse engineer, disassemble, decompile or otherwise attempt (a) to defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection mechanisms in, or (b) to derive the source code of the underlying ideas, algorithms, structure or organization from any content or materials, except to the extent required by law; or
- create any derivative works based on the content or materials.

## **USER CONDUCT**

Derogatory, harmful or unlawful conduct is not permitted on the Site. Users are not permitted to upload to, distribute through, or otherwise publish through the Site any content which is libelous, defamatory, obscene, pornographic, threatening, invasive of privacy or publicity rights, abusive, illegal or otherwise objectionable that would constitute or encourage a criminal offense, violate the rights of any party, or that would otherwise give rise to liability or violate any law. Unauthorized commercial messages and/or public announcements are not allowed on Adventure2Learning. com. Unauthorized collection and/or use of email addresses via Adventure2Learning.com is also not allowed.

Please be aware that, generally, the information you post on, upload to, or distribute through a message board, chat room, blog or any similar feature will be accessible by other users of the Site. Please be sure that any such information is information that you are comfortable sharing with the public.



Į

Users are solely responsible for the content of their messages including without limitation the content of school homepages. Adventure 2 Learning is not responsible for the content or accuracy of any information posted, uploaded or transmitted by users of the Site, including without limitation the content of school homepages created by school volunteers. You acknowledge that Adventure 2 Learning may or may not pre-screen and/or monitor content posted on the Site, and that Adventure 2 Learning shall have the right to remove, edit, move or close, in whole or in part, any thread or posting in any chat room and/or similar feature on Adventure2Learning.com at any time for any reason, in Adventure 2 Learnings' sole discretion.

You hereby agree to comply with all laws that apply or may apply to your use of or activities on the Site and any rules for conduct on the Site or use of specific features and/or services offered thereon that may be posted on Adventure2Learning.com, whether in these terms of use or otherwise, from time to time.

# **COPYRIGHT INFRINGEMENT**

If you believe that any user contributions violate your copyright, please contact our copyright agent at legal@adventure2learning.com. In accordance with the Digital Millennium Copyright Act and other applicable law, we have adopted a policy of terminating, in appropriate circumstances and at our sole discretion, subscribers or account holders who are deemed to be repeat infringers. We may also at our sole discretion limit access to our Site and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

# **NO PERSONAL ADVICE**

Any informational materials provided on the Site, including without limitation the opinions and/or recommendations of any authors and/or moderators, are not intended to substitute for any professional educational, medical, legal, psychiatric, employment or other advice. Without limitation of the Disclaimer paragraphs set forth below, Adventure 2 Learning makes no representations or warranties regarding, and expressly disclaims any and all liability concerning, any action by any person who is following the information offered or provided within or through the Site. If you have concerns or a situation in which you require professional advice, then you should consult with an appropriately qualified professional in the relevant field.

# DISCLAIMER

ADVENTURE 2 LEARNING IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE, NONINFRINGEMENT, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ADVENTURE 2 LEARNING DOES NOT WARRANT THAT ANY INFORMATION IS COMPLETE OR ACCURATE, NOR THAT ADVENTURE TO FITNESS WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ANY INFORMATION IS FREE OF ROGUE PROGRAMMING.

UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL ADVENTURE 2 LEARNING BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT MAY RESULT FROM THE USE OR INABILITY TO USE THE SITE, INCLUDING WITHOUT LIMITATION USE OF OR RELIANCE ON INFORMATION AVAILABLE ON THE SITE, INTERRUPTIONS, ERRORS, DEFECTS, MISTAKES, OMISSIONS, DELETIONS OF FILES, DELAYS IN OPERATION OR TRANSMISSION, NON DELIVERY OF INFORMATION, DISCLOSURE OF COMMUNICATIONS, OR ANY OTHER FAILURE OF PERFORMANCE.



YOU AND YOUR CHILD USE THE SITE AT YOUR OWN RISK. Exercise Programs of any kind represent an inherent danger to participants. YOU MAY CONSIDER CONSULTING A PHYSICIAN BEFORE USING OR HAVING YOUR CHILD USE THE SITE. YOU ARE SOLELY RESPONSIBLE FOR SUPERVISING YOUR CHILD'S USE OF THE SITE. ADVENTURE TO FITNESS MAKES NO WARRANTIES AND TAKES NO RESPONSIBILITY FOR ANY INJURIES RESULTING FROM YOU OR YOUR CHILD'S USE OF ITS SITE.

## INDEMNIFICATION

By using Adventure2Learning.com, you agree to indemnify, defend, and hold harmless Adventure 2 Learning from and against any actual or alleged claims, demands, causes of action, judgments, damages, losses, liabilities, and all costs and expenses of defense (including, without limitation, reasonable attorneys' and other legal fees and costs) arising out of or relating to: (1) your violation of these terms of use or any law, rule or regulation; (2) a claim that is based on your use of any content on the Site; or (3) any material uploaded by you or through your computer to the Site or otherwise sent by you to Adventure 2 Learning. You will cooperate as fully and reasonably as required by Adventure 2 Learning in the defense of any claim. Adventure 2 Learning reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you will not, in any event, settle any claim without the prior written consent of Adventure 2 Learning.

## PERMISSION FOR REPRINTS

All material on the Site without limitation, is protected by U.S. and foreign copyright and trademark laws. In order to request permission to reprint any material on the Site (outside of personal, non-commercial use), please write to:

Adventure 2 Learning Permission Department P.O. Box 634 Round Rock, TX 78680

## PERMISSION FOR WEB LINKING

If you link to the SIte, you may only link to the home page, and the link must be in plain text, unless otherwise approved in writing by Adventure 2 Learning. Any such links must not damage, dilute or tarnish the goodwill associated with Adventure 2 Learning and/or any Adventure to Fitness intellectual property, nor may the link create the false appearance that your web site or organization is sponsored, endorsed by, affiliated or associated with Adventure 2 Learning, and you may not "frame" the Site. You may not link to the Site from any website that is unlawful, abusive, indecent or obscene, that promotes violence or illegal acts or that is otherwise inappropriate in Adventure 2 Learning sole discretion. Adventure 2 Learning reserves the right, in its sole discretion, to terminate any link from any website. To request permission to place your web site to the Site, please send your name, address, web site URL, and nature of the web site to: info@adventure2learning.com.

## GEOGRAPHIC RESTRICTIONS

We control and operate the site from our headquarters in New York City in the United States. We make no representation that the site is appropriate or available for use outside of the United States. If you use the site from outside of the United States, you do so at your own risk, and are solely responsible for compliance with any applicable local laws.

## **Unsolicited Ideas**



Adventure 2 Learning is pleased to hear from individuals or entities regarding our products, services and marketing efforts. Please be advised that our company policies do not allow Adventure 2 Learnings, or any of its employees, to accept or consider unsolicited ideas, including ideas for new or improved products, product enhancements, processes, new or improved product technologies, new or improved advertising campaigns or promotions or other such ideas or materials.

Please do not submit any unsolicited ideas, suggestions, proposals or other material or work ("Submissions") in any form to Adventure 2 Learning or any of its employees. The purpose of this policy is to avoid potential misunderstandings or disputes when our products, processes or strategies might seem similar to ideas submitted to us. If, despite our request that you not send us any Submissions, you still submit them to us, then regardless of the contents of the Submission or how it is communicated to us, the following terms shall apply.

- Your Submission will immediately become the sole and exclusive property of Adventure 2 Learning without compensation to you or any other person or party;
- Adventure 2 Learning may use, disclose or re-distribute the Submission and all of its contents for any purpose and in any way; and
- Adventure 2 Learning will consider the Submission to be non-confidential and non-proprietary, and we will have no obligation to keep the Submission or any of its contents confidential.

If, however, you simply want to send us feedback on our products or services, please send us an email at info@adventure2learning.com. Again, we ask you to limit your feedback only to our existing products, services or marketing efforts. Please do not include any ideas or proposals that our policy above will not permit Adventure to Fitness to accept. Please be advised, however, that Adventure 2 Learning will consider any feedback you provide via the above link to be non-confidential, and Adventure 2 Learning will be free to use that information without restriction or limitation.

## GOVERNING LAW AND JURISDICTION

All matters relating to the Site and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction). Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Site shall be instituted exclusively in the federal courts of the United States or the courts of the State of New York, although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your state or country of residence or any other relevant state or country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

## WAIVER AND SEVERABILITY

Our waiver of any term or condition set forth in these Terms of Use shall not be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and our failure to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.



If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

## ENTIRE AGREEMENT

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and us with respect to the Site and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Site.

## CHANGES TO SITE

Adventure 2 Learning may add, change, discontinue, remove or suspend any portion of the Site at any time, without notice.

## CONTACT US

Please send us your feedback, comments, requests for technical support, and other communications relating to the Site to info@adventure2learning.com.

A set of the set of

service and service an