

**DATE:**

10/24/2023

**AGENDA ITEM (ACTION ITEM):**

**Consider/Approve of the annual renewal to Follett School Solutions for Library and Resource Management**

**APPLICABLE BOARD POLICY:**

**01.1 Legal Status of the Board**

**HISTORY/BACKGROUND:**

Follett School Solutions has been used for several years to manage the media center catalog of resources. In 2021, KCSD added the component to support fixed asset management. The yearly renewal is consolidated to allow for reduced pricing and an effort to combine resources. The district pays for the resource management (fixed asset) component and the schools pay for the library management component. This is a catchup renewal for White's Tower and Summit View that had renewal dates not previously aligned to the district contract. Now, all schools and district will be aligned under 1 contract and renewal date.

**FISCAL/BUDGETARY IMPACT:**

**\$2,107.22 (School Level Funding)**

**RECOMMENDATION:**

**Approval of the annual renewal to Follett School Solutions for Library and Resource Management**

**CONTACT PERSON:**

**Matthew Winkler, Director of Technology**

  
**Principal/Administrator**

  
**District Administrator**

  
**Superintendent**

*Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.*

*Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.*

# RENEWAL QUOTE



KENTON CO SCHS  
1055 EATON DR  
FORT WRIGHT KY 41017

Page	1
Quote#	7708571.01
Issue Date	10/20/2023
Expiration Date	01/31/2024
Customer#	1638804
Customer	KENTON CO SCHS

Quote Summary		Payable in USD
Quote Total		\$2,107.22
<b>Applicable taxes are NOT included</b> Service Expiration Dates are displayed at each line item below		

## Mail Purchase Order with Quote or include Quote number on Purchase Order

Mail Payment (Check)  
Follett School Solutions, LLC  
91826 Collection Center Dr  
Chicago, IL 60693-0918

Follett School Solutions, LLC.  
1340 Ridgeview Drive  
McHenry, IL 60050 USA  
Email: [FSSorders@follettlearning.com](mailto:FSSorders@follettlearning.com)

Quote Details				
Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount
<b>SUMMIT VIEW ACAD - 1601647</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2023	08/31/2024	\$892.36
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2023	08/31/2024	\$161.25
Site Total				\$1,053.61
<b>WHITE'S TOWER SCH - 1600628</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2023	08/31/2024	\$892.36
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2023	08/31/2024	\$161.25
Site Total				\$1,053.61

End of Quote

If you have any questions about this quote, please contact us:  
US: 708-884-5100 or email [softwarecs@follettlearning.com](mailto:softwarecs@follettlearning.com)  
Canada: 877-857-7870 or email [canada@follettlearning.com](mailto:canada@follettlearning.com)  
Outside the US or Canada: email [international@follettlearning.com](mailto:international@follettlearning.com)

Did you know that Follett has a tool to manage your textbooks and other assets? Visit [k12.follett.com/drmcomplete](https://k12.follett.com/drmcomplete) to learn more about Destiny® Resource Manager Complete Edition.

Purchase Follett technology products 24/7 on [www.destinyexpress.com](https://www.destinyexpress.com).



Kenton County School District | It's about ALL kids

## THE KENTON COUNTY BOARD OF EDUCATION

1055 EATON DRIVE, FORT WRIGHT, KENTUCKY 41017

TELEPHONE: (859) 344-8888 / FAX: (859) 344-1531

WEBSITE: [www.kenton.kyschools.us](http://www.kenton.kyschools.us)

Dr. Henry Webb, Superintendent of Schools

### VENDOR ASSURANCES REGARDING PROTECTION OF PERSONAL AND CONFIDENTIAL INFORMATION

#### Data Security and Breach Protocols

Vendors that receive Personal Information from Kenton County Board of Education (herein referred to as "KCBOE") as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq., (the "Act"), shall secure and protect the Personal Information by, without limitation, complying with all requirements applicable to non-affiliated third parties set forth in the Act.

"Personal Information" is defined in accordance with KRS 61.931(6) as "an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:

- a) An account number, credit card number, or debit card number that, in combination with any required security code, access code or password, would permit access to an account;
- b) A Social Security number;
- c) A taxpayer identification number that incorporates a Social Security number;
- d) A driver's license number, state identification card number or other individual identification number issued by any agency as defined under the Act;
- e) A passport number or other identification number issued by the United States government; or
- f) Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec 1232g."

As provided in KRS 61.931(5), a "non-affiliated third party" includes any person or entity that has a contract or agreement with the KCBOE and receives (accesses, collects or maintains) personal information from the KCBOE pursuant to the contract or agreement.

The vendor hereby agrees to cooperate with the KCBOE in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.

The vendor shall notify as soon as possible, but not to exceed seventy-two (72) hours, KCBOE, the Commissioner of the Kentucky State Police, the Kentucky Auditor of Public Accounts, the Commonwealth (Kentucky) Office of Technology, and the Commissioner of the Kentucky Department of Education of a determination of or knowledge of a breach, unless the exception set forth in KRS 61.932(2)(b)(2) applies and the vendor abides by the requirements set forth in that exception. Notification shall be in writing on a form developed by the Commonwealth (Kentucky) Office of Technology.

The vendor hereby agrees to report to the KCBOE, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site.

The vendor hereby agrees that the KCBOE may withhold payment(s) owed to the vendor for any violation of the Act's notification requirements.

The vendor hereby agrees to undertake a prompt and reasonable investigation of any security breach as defined under the Act in accordance with KRS 61.933.



Upon conclusion of an investigation of a security breach as defined under the Act as required by KRS 61.933, the vendor hereby agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach.

In accordance with KRS 61.932(2)(a), the vendor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth (Kentucky) Office of Technology and that are reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction.

### **Student Data Security**

Pursuant to KRS 365.734, if the vendor is a cloud computing service provider (which is defined pursuant to KRS 365.734(1)(b) as any person or entity other than an educational institution that operates cloud computing services) or, through service to the KCBOE, becomes the equivalent of a cloud computing service provider, the vendor further hereby agrees that:

- The vendor shall not process student data as defined pursuant to KRS 365.734 for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless the vendor receives express permission from the student's parent. The vendor shall work with the KCBOE to determine the best method of collecting parental permission.
- With a written agreement for educational research, the vendor may assist the KCBOE to conduct educational research as permitted by the Family Education Rights and Privacy Act of 1974, as amended, 20 U.S.C. sec. 1232g.
- Pursuant to KRS 365.734, the vendor shall not in any case process student data to advertise or facilitate advertising or to create or correct an individual or household profile for any advertisement purposes.
- Pursuant to KRS 365.734, the vendor shall not sell, disclose, or otherwise process student data for any commercial purpose.
- Pursuant to KRS 365.734, the vendor shall certify in writing to the agency that it will comply with KRS 365.734(2).

### **Family Educational Rights and Privacy Act, National School Lunch Act and Child Nutrition Act**

If during the course of this agreement, the KCBOE discloses to the vendor any data protected by the Family Educational Rights and Privacy Act of 1974 (FERPA), as amended (20 U.S.C. sec. 1232g, *et seq.*), and its regulations, and data protected by the Richard B. Russell National School Lunch Act (NSLA) (42 U.S.C. sec. 1751 *et seq.*), and the Child Nutrition Act of 1966 (CNA) (42 U.S.C. sec. 1771 *et seq.*), the vendor agrees that it is bound by and will comply with the confidentiality, security and redisclosure requirements and restrictions stated in FERPA, NSLA and CNA.

The vendor hereby agrees to report to the KCBOE, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site.

The vendor agrees that FERPA-protected information is confidential information. FERPA-protected information includes, but is not limited to the student's name, the name of the student's parent or other family members, the address of the student or student's family, a personal identifier, such as the student's social security number, student number, or biometric record, other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name, and other information that, alone or in combination, is linked or linkable to a specific



student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.

The vendor understands and acknowledges that any unauthorized disclosure of confidential information is illegal as provided in FERPA and in the implementing federal regulations found in 34 CFR, Part 99. The penalty for unlawful disclosure is a fine of not more than \$250,000 (under 18 U.S.C. sec. 3571) or imprisonment for not more than five years (under 18 U.S.C. sec. 3559), or both.

The vendor understands and acknowledges that children's free and reduced price meal and free milk eligibility information or information from the family's application for eligibility, obtained under provisions of the NSLA or the CNA is confidential information and that any unauthorized disclosure of confidential free and reduced price lunch information or information from an application for this benefit is illegal. The penalty for unlawful disclosure is a fine of not more than \$1,000.00 (under 7 C.F.R. 245.6) or imprisonment for up to one year (under 7 C.F.R. 245.6), or both.

In the event there is a conflict between this agreement and any other agreement between KCBOE and Vendor, the terms of this agreement shall apply.

**Follett School Solutions, LLC**

Vendor Name

1340 Ridgeview Dr., McHenry, IL 60050

Vendor Address

708-884-6033

Vendor Telephone

fssbidadmin@follettlearning.com

Vendor Email Address



Signature by Vendor's Authorized Representative

**Sarah Eisenhauer**

Print Name

05-26-2023 15:45:03 CDT

Date

## **Terms of Use - Follett School Solutions**

Effective August 29, 2022

Last Updated August 29, 2022

Welcome to the U.S. websites, features, applications, store kiosks, widgets or online services that are owned or controlled by Follett School Solutions, LLC, or any affiliate or subsidiary companies ("Follett School Solutions," "we," or "us"), including, but not limited to, [follettlearning.com](http://follettlearning.com), [follettclassroom.com](http://follettclassroom.com), [follettcommunity.com](http://follettcommunity.com), [fes.follett.com](http://fes.follett.com), [gofollett.com](http://gofollett.com), [titlewave.com](http://titlewave.com), [follettDestinyExpress.com](http://follettDestinyExpress.com), and all other online services or offerings (collectively, "Services") that post a link to these Terms of Use ("Terms"). The Services include online resources, Services, community forums, and contests or sweepstakes offered or operated by Follett School Solutions.

### **1. Terms of Use:**

These Terms apply to all users of the Services, but depending on the Services used by you, not all Terms may be applicable. As a user of the Services ("you" or "your"), agree that these Terms are a binding contract that applies to all of your use of the Services and the products you purchase through the Services. You agree that you will comply with these Terms. If you do not agree with these Terms, you should not use our Services. Consent to receive text messages is not a condition of purchase.

These Terms are effective as of the effective date identified above. These Terms are subject to change, without notice, so we encourage you to periodically review the Terms posted on the Services. Any changes will be posted on this site, become effective immediately and will govern the use of the Services, and purchases made through the Services.

Additional or different terms may apply to some offerings on our Services, such as return policies for certain products or Services, contests, or sweepstakes. Those terms will be posted on the Services in connection with the relevant offering. If the other terms are inconsistent with these Terms, the other terms will govern for the relevant offering.

The Services may contain links to goods, services or content, including third-party stores where products may be available for purchase that are not under Follett School Solutions' control. The information presented is made available solely for general informational purposes only. Follett School Solutions is not responsible for the content of those offerings and will not be liable for any damages or loss caused

by your use of or reliance on such goods and services or content. You should be aware that different terms may apply to your use of those offerings and we are not responsible for purchases you make, and additional or different purchase terms may apply.

## **2. Restrictions on Use of Services:**

By using the Services, you represent to us that you are (1) at least 18 years of age or are using the Services under the supervision of your parent or guardian, (2) able to enter into a binding contract, and (3) using the Services only as they are intended. All other use of the Services is prohibited.

## **3. Standards of Conduct:**

To maintain the integrity of our Services and the user experience of all users of the Services, you agree not to misuse our Services or their content. For example, you must not do (or try to do) any of the following, or encourage or assist others to do any of the following:

- Disrupt, interfere or attempt to disrupt or interfere with the normal operation and navigation of the Services or the availability of the Services to other users.
- Circumvent any measures we use to limit access to the Services or particular content available on the Services.
- Access the Services using any unauthorized "robot," "spider," "scraper" or other automated means.
- Use a false name or contact information, impermissibly impersonate any person or entity, or otherwise misrepresent your identity, affiliation or the origin of materials you transmit.
- Display the Services, or any of their content, in a "frame," in connection with any other content or trademark, or in any other way that could potentially deprive us of revenue or falsely suggest a relationship between us and any third party.
- Make any commercial use of the Services or their content, including collection or use of information concerning our product offerings, descriptions, images, prices and sales volumes.
- Maintain any link to the Services from any commercial website, or maintain any other link that we ask you to remove.
- Transmit to or through the Services any viruses, spyware, adware or other harmful code.
- Disassemble, decompile or otherwise reverse engineer any software or other technology used in or available through the Services.
- Use the Services to advertise or promote any goods or services other than ours.



- Use the Services to transmit or collect personal information about, or act illegally or maliciously towards, other users.
- Use the Services, or any content from the Services, to advertise or solicit for any other person, entity or cause, or otherwise to compete with us or act illegally or maliciously against our business interests or reputation.
- Use the Services in a manner not in accordance with all state and local legislation and applicable district rules, policies and mandates.

If you violate this Section, we may terminate your access to the Services, take other remedial actions, and seek any remedies permitted by law.

**Confidentiality.** You may, depending on your relationship with us, your use of the Services, or the types of transactions you engaged in with us,, come into contact with confidential information of Follett School Solutions, including, but not limited to, trade secrets, methods, details about the Services or products offered, and business or marketing plans ("Confidential Information"). The Confidential Information is owned solely by Follett School Solutions and is considered to be proprietary and confidential. You agree to hold the Confidential Information in strict confidence and take reasonable measures to keep it secure. Your agreements contained in this paragraph shall survive the termination your account, your use of the Services, and/or the expiration of these Terms.

#### **4. Accounts:**

Some of our Services offer you the opportunity to create a user account to access additional functionality such as making online purchases, or may require you to establish a user account to utilize a Service. This Section, "Accounts," establishes additional terms that apply to such accounts.

You may only create and hold one account for each of the Services, and, unless you are granted administrative rights on behalf of a school or school district, you may not use anyone else's account. When we request information from you to set up an account, you must provide us with accurate and complete information. You also must update your account when information you have provided to us changes. To update your account information, click on the "Account" link or other applicable account settings on the relevant Services.

You are responsible for maintaining the confidentiality of your user account login names and passwords, and you must not permit use of your account by anyone else. You acknowledge that properly authorized administrative personnel within your school or school district may access your account for supervisory purposes. Except for cases where such authorized personnel have accessed your account or

others have impermissibly accessed your account, you accept responsibility for all activities that occur under your account, including without limitation product purchases made using your account. If you have reason to believe that someone is using your account without your permission, you should contact us immediately. We are not responsible for any loss or damage resulting from unauthorized use of your account.

You authorize us to use the contact information you provide us to communicate with you about your orders and our Services and products. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically, through posting or email, satisfy any legal requirement that such communications be in writing. You may opt out of receiving marketing e-mails from us by following the opt-out instructions provided to you in those e-mails.

We provide most of our products and services (e.g., Destiny, Aspen, IB Store, Axis 360) to end-users of an organization as a 'data processor' on behalf of our clients (i.e., school districts, schools, libraries, and businesses). A data controller is a person, company, or other body that determines the purpose and means of personal data processing (this can be determined alone, or jointly with another person/company/body). It also means that your organization's privacy statement governs the use of your personal information (instead of ours). Please read your organization's privacy statement. Your organization determines what information we collect through our products, services and how it is used. We process your information according to your organization's instructions and the terms of our contracts with your organization. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the [Privacy Policy](#).

We reserve the right to terminate your access to your account at any time, without notice, in our sole discretion for any or no reason, including but not limited to inactivity or misuse. If access to your account is terminated, you may lose access to any information stored in connection with your account, and any promotional account credits and any other forms of value that may be associated with your account. Upon termination, these Terms shall continue to apply to any other use of the Services that you are permitted to make.

You may disable your account at any time by contacting a customer service representative of the applicable Service. Your account will only be disabled after you have returned all books that have been rented to you (if any) and all transactions have been processed including payment of assessed penalties or the cashing of any refund check.

## **5. Mobile Services:**



Some of the Services may have features of the Services targeted to users of wireless devices ("Mobile Features"), including an SMS and/or MMS messaging program ("Messaging Program"). Your wireless provider may charge for use of Mobile Features, including fees for receipt of text messages or data transmission. In order to receive Mobile Features, your wireless provider may require you to subscribe to additional services, which may require additional fees. These fees are not charged by us, and you should contact your wireless provider before you sign up for Mobile Features to determine what fees, if any, will be charged.

By signing up for a Messaging Program, you agree to receive up to five (5) SMS and/or MMS messages per week. We may use autodialer or non-autodialer technology to send the text messages described above to the mobile phone number you use to opt in. Consenting to receive SMS and/or MMS messages is not a condition of purchase. Message and data rates may apply. Depending on your text plan you may be charged by your carrier. The service is a recurring message program.

To stop receiving messages, reply **STOP** to any message received. Once your telephone number is removed from our system, you will receive a final confirmation message and no further messages will be sent to your cell phone or mobile device.

By signing up for a Mobile Service, you agree that we may communicate with you (including, without limitation, by way of third-party messaging services) via SMS and/or MMS messaging to your mobile phone or device, and that certain information about your usage of the Mobile Service may be communicated to us. In the event you change or deactivate your mobile phone number, you agree to promptly update your account information to ensure that our messages intended for you are not sent to the person who acquires your old number. By signing up for a Mobile Service, including any Messaging Program, you agree to all of the other Terms laid out herein, including, but not limited to, Section 13 (Arbitration/Choice of Law) and Section 14 (Disclaimer/Limitation of Liability). You also agree to be bound by our [Privacy Policy](#).

Carriers are not liable for delayed or undelivered messages.

## **6. Purchases:**

Some of our Services offer you the opportunity to order products. This Section, "Purchases," states additional terms that apply to such orders.

Product Availability. Not all products are available in all styles, sizes, and colors.



Pricing and Availability. When you order a product, the price will be made clear during the order process. All prices are in U.S. Dollars, except where otherwise noted. You agree to pay the price that is stated in your order, as well as any applicable taxes and shipping expenses, where applicable. While we try to provide accurate pricing information on our Services, a price stated on a Service occasionally may be in error. If in processing your order we determine that the correct price is less than the stated price, we will charge you the lower price. If we determine that the correct price is higher than the stated price, we are not obligated to fulfill your order at the stated price. We will attempt to notify you using the contact information provided in connection with your order, and we will give you the choice to cancel your order or pay the correct price.

We cannot guarantee that all items displayed will be in stock at the time of your order. With respect to items rented through our website, we cannot confirm the price of an item until you place an order.

Product Descriptions. We try to be accurate when we describe and depict products on our Services. However, with regard to clothing, certain measures and other descriptions are only approximate. We also cannot guarantee that images we provide will be displayed properly on your device, or that our product descriptions and images, including depictions of color, texture and proportions, will always be complete, reliable, current and error-free. If you purchase a product from one of our Services that you believe is not as described or depicted, you may return it to the extent provided in the applicable return policy described below.

Taxes. Rentals and purchases through the Services may be subject to taxes in certain states. Depending on your state and the nature of the product or service you receive from us, you may incur rental tax, sales tax and/or use tax. Tax rates are different from state to state. You are responsible for paying all such taxes.

Discounts and Promotions. The specific terms of any discounts or other promotions are stated at the time they are offered. Promotions cannot be combined unless we specifically state otherwise. Eligibility for any promotions is determined at the time of your order.

Clearance Items. Products designated as "clearance" items will not return to higher, prior selling prices, but the same items may have been offered previously at or below the current price. Clearance items may (1) be available in limited quantities and sizes, (2) remain on the Services for only short times, and (3) be unavailable in stores. Clearance items are not returnable or refundable.

**Ordering.** When you click the "Place Order" button on a Service, you make an offer to buy the relevant products. While we may confirm receipt and processing of orders by email, such confirmation does not constitute our acceptance of your order. We cannot guarantee that all items displayed on your order confirmation will be in stock at the time your order is shipped. We reserve the right to reject or cancel any order, in whole or in part, at any time prior to shipping. If we do, we will attempt to notify you using the contact information provided in connection with your order. You agree not to try to exceed stated quantity limits (except where specifically noted), violate the terms of any specific offer or promotion, or place orders through the Services if we have notified you that you are prohibited from placing orders through the Services.

**Payment.** We accept only the payment methods indicated on the Services. When you provide payment information, you represent that the information is accurate and that you are authorized to use the payment method provided. If your payment method has expired or is otherwise invalid when processed, you remain responsible for payment, and for all costs we incur in collecting any unpaid amounts, including, but not limited to, attorney and collections fees.

**Shipping to our Retail Customers.** Shipping options and applicable charges for our retail customers will be stated during the order process. The U.S. Postal Service delivers to P.O. boxes, but this method may delay your order. Please note that Next Business Day and 2nd Business Day shipping options are not available for delivery to P.O. boxes. We will send you emails with updates on your order's status as they become available. Additional charges may apply for shipments to Alaska and Hawaii.

Stated shipping times and delivery estimates are only estimates and are not binding. If a product becomes unavailable between ordering and processing, we will cancel your order and attempt to notify you using the contact information provided in connection with your order. Legal title to products, and the risk of loss or damage to the products is transferred to you when products are provided to the carrier. We are not responsible for any delivery delays. You will be responsible for filing any claims with the carrier for damaged and/or lost shipments.

**Shipping to our Wholesale Customers.** Shipping to our institutional wholesale customers shall be subject to the terms disclosed to you at the time of purchase or by the terms mutually agreed upon in writing by you and Follett School Solutions.

**International Shipping.** Shipping to addresses outside the U.S. is available on a limited basis and may be subject to additional terms, fees, and restrictions. Such information will be provided during the checkout process. If you have any questions

or require additional information about shipping to addresses outside the U.S. please contact us using the information in Section 17 below.

**Returns.** We hope you are happy with the products you purchase. However, most items we sell may be returned to us under certain circumstances, as explained in the return policy posted on the relevant Services. We reserve the right to refuse to issue a refund or credit, and the right to recover the cost of return delivery from you, if any product you return (1) is not eligible for return, in accordance with the relevant return policy or the terms of any specific offer or promotion, or (2) is found to have suffered damage after delivery to you, including as a result of having been misused by you. We take legal title to returned products only after they arrive and are processed at our designated returns location.

Return terms and policies may vary by Service. Please check the return policy of the Service for details where you are making the purchase. Where the Return terms and policies are different from what is stated above in these Terms, the specific Return terms and policies govern the return.

Follett School Solutions (K12) Customer Support: 1-888-511-5114

**Gift Certificates.** Gift certificates purchased through the Services will be considered to have been purchased in and issued from the State of Illinois. Title and the risk of loss to such gift certificates pass to the purchaser upon our electronic transmission to the recipient.

## **7. Follett School Solutions Brand-Specific Terms**

*Follett School Solutions.* Notwithstanding anything to the contrary set forth herein, the following shall apply to any orders submitted through a Follett School Solutions website. Upon shipment of your ordered items or completion of ordered services, Follett School Solutions will issue you an invoice that will be payable net thirty days. Unless otherwise indicated, all prices are in U.S. dollars. Software products are sold subject to their applicable Software License Agreement. Hardware, scanners, scanning supplies and related products are sold subject to the manufacturer's warranty (if any) enclosed in manufacturer's packaging, unless an extended maintenance agreement has been purchased above and beyond the manufacturer's warranty. Follett School Solutions reserves a purchase money security interest in any goods ordered on our site until such goods are paid for in full. All delivery is FOB your location. Prices are Follett School Solutions' net prices to schools and libraries and are subject to change. Applicable sales tax will be added to your invoice unless you submit evidence of tax exemption. Stated shipping times and delivery estimates are only estimates and are not binding. If a



product becomes unavailable between ordering and processing, we may substitute with a comparable product and process the remainder of your order.

#### **8. Community Forums and User Content:**

Some of our Services offer you the opportunity to provide comments or otherwise transmit material through our Services (collectively, "Community Forums") including, but not limited to, [follettcommunity.com](http://follettcommunity.com), [follettchallenge.com](http://follettchallenge.com), and Follett School Solutions official social media accounts on Facebook and Twitter. Information that you provide to us, other than product orders and personal information, is referred to in these Terms as "User Content." Profile information provided with registration for the Community Forums (e.g. name) may be displayed with the content. This Section 8, "Community Forums and User Content," states additional terms that apply to User Content.

When you provide User Content, you grant us a nonexclusive, worldwide, royalty-free, perpetual, irrevocable, fully sub-licensable license to use, reproduce, create derivative works of, distribute, perform, display and in any other way exploit the User Content by any means now known or developed in the future, and for any purpose, including for developing, manufacturing, and marketing products and in advertising. You agree that (1) User Content is not being provided to us in confidence; (2) there is no confidential or fiduciary relationship between you and us; and (3) you have no expectation that we will review, acknowledge or compensate you for your User Content.

To avoid the possibility of misunderstandings, our policy is not to accept creative ideas, product designs, proposals, business plans or similar materials provided as User Content. Please do not provide us with such materials. If you nonetheless do so, the immediately preceding paragraph will apply.

You bear all responsibility for your User Content. You agree not to provide User Content that (1) violates applicable law; (2) is harmful, abusive, offensive, false, threatening, disparaging, defamatory or racist; (3) promotes violence or unlawful activity; (4) violates any person's or entity's legal rights (including intellectual property, privacy and publicity rights); or (5) purports to speak on behalf of us. When you provide User Content, you represent that you have the right to provide it to us and that it is not inaccurate, false or misleading.

We may refuse or remove User Content without notice to you. We may monitor User Content but are not required to do so. You agree that we will not be liable for any loss or damage resulting from your User Content or similar submissions made by other users.

## **9. Contests and Sweepstakes:**

We may offer sweepstakes or contests, which may be hosted by or offered in conjunction with third parties. Additional or different terms may apply to such contests or sweepstakes. The relevant terms will be posted where information is collected to enter into the contest or sweepstakes. If the other terms are inconsistent with these Terms, the other terms will govern for that contest or sweepstakes.

## **10. Changes to Services:**

We reserve the right to take any of the following actions in our discretion at any time, and without giving you prior notice:

- Change or discontinue the Services, and the products and promotions offered on the Services.
- Limit the availability of products.
- Change the prices of products.
- Impose conditions on product sales and promotions.
- Restrict or terminate your access to the Services.

We will not be liable to you or any third party for taking any of these actions.

## **11. Copyright, Trademarks, and other Intellectual Property:**

We grant you a limited non-exclusive, non-transferrable license to access and use our Services for your personal, non-commercial use only in accordance with these Terms. Any commercial use; any unauthorized use of a "robot," "spider," "scraper" or other automated means; use in violation of the policy of any school represented on the Services; or use for data collection and/or profit is not allowed.

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As between you and us, we retain all right, title and interest in and to our Services, products, content and technology. You agree not to remove, obscure or alter any trademark, copyright or other legal notices on the Services. You also agree not to use our trademarks in meta tags, search terms (paid or unpaid) or in any way that is likely to cause confusion or that disparages or discredits us.

## **12. Notice of Copyright Infringement:**

We respect the intellectual property rights of others. If you believe that content on the Services infringes your copyright, you may send a notification pursuant to Section 512 of the Copyright Act (17 U.S.C. § 512) to our designated agent as follows:

Follett School Solutions, LLC  
1340 Ridgeview Dr.  
McHenry, IL 60050  
Attn: General Counsel  
[info@follettlearning.com](mailto:info@follettlearning.com)  
Fax: 630-850-1864

## **13. Arbitration/Choice of Law:**

If you have any dispute with or claim against us (a "Claim") arising out of or relating to the Services or these Terms, including any Claim relating to your purchase of products through the Services, any communications between you and us, and the



claim is not resolved by calling our customer service department at the telephone number provided on the "return policy" or "contact us" page of the Services, you and we each agree to resolve such disputes through an individual binding arbitration or an individual action in small claims court. Class arbitrations and class actions are not permitted, and your Claim may not be consolidated with any other person's claim. You and we agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision and that you and we are each waiving the right to a trial by jury or to participate in a class action. This Section 13 shall survive termination of your use of the Services or any user account that you may have.

Before you commence an arbitration or file a small claims court action with respect to your Claim, you must first send to us a written notice of your claim ("Notice"). The Notice must (1) be sent by certified mail; (2) be addressed to Follett School Solutions, LLC, 1340 Ridgeview Dr., McHenry, IL 60050, Attn: General Counsel; (3) describe the nature of your Claim; and (4) specify the damages or other relief you seek. You must provide such a notice within one year after your Claim accrued. Otherwise, you waive the Claim. If we and you do not then resolve the Claim within 30 days after our receipt of your Notice is received, either you or we may commence arbitration or file a small claims court action to resolve the Claim.

Any such arbitration shall be administered by the American Arbitration Association and be conducted in accordance with its Consumer Arbitration Rules (the "Rules"). Contact information for the American Arbitration Association, as well as copies of the Rules and applicable forms, are available at [www.adr.org](http://www.adr.org) or by calling the American Arbitration Association at (800)778-7879. In circumstances in which the Rules provide for an in-person hearing, such hearing will, at your request, take place in the U.S. county (or parish) of your residence, or otherwise in Chicago, IL. For any Claim that does not exceed \$50,000, we will pay all filing and arbitrator's fees, unless the arbitrator finds the arbitration was frivolous or brought for an improper purpose. If the arbitrator awards you damages that are greater than our last written settlement offer communicated before commencement of the arbitration, we will pay you the greater of \$1,000 or the amount of the award.

#### **14. Disclaimer and Limitation of Liability:**

WE DO NOT WARRANT: (1) THAT THE SERVICES OR THEIR OPERATION OR CONTENT WILL BE UNINTERRUPTED OR FREE OF ERRORS OR OMISSIONS; (2) THAT DEFECTS WILL BE CORRECTED; (3) THAT THE SERVICES OR THE SERVERS HOSTING THEM ARE FREE OF VIRUSES OR OTHER HARMFUL CODE; OR (4) THAT THE SERVICES OR THEIR CONTENT WILL CONTINUE TO BE AVAILABLE. WE

SHALL HAVE NO LIABILITY FOR ANY SUCH ISSUES. WE DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES AS TO THE SITES, INCLUDING, WITHOUT LIMITATION, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND AS TO QUALITY, AVAILABILITY AND SUBJECT MATTER OF CONTENT. THE SITES AND THEIR CONTENT ARE PROVIDED "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS."

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YOUR ACCESS TO AND USE OF THE SERVICES IS AT YOUR RISK. IF YOU ARE DISSATISFIED WITH THE SERVICES, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE ACCESSING AND USING THE SERVICES. SOME CONTENT ON THE SERVICES MAY HAVE BEEN POSTED BY THIRD PARTY USERS OF THE SERVICES. WE DO NOT ENDORSE AND ARE NOT RESPONSIBLE FOR ANY SUCH CONTENT. WE SHALL HAVE NO LIABILITY FOR ANY SUCH CONTENT.

WE WILL NOT BE LIABLE FOR ANY FAILURE OR DELAY IN OUR PERFORMANCE DUE TO ANY CAUSE BEYOND OUR REASONABLE CONTROL, INCLUDING ACTS OF WAR, ACTS OF GOD, ACTS OF SHIPPERS OR OTHER THIRD PARTY SERVICE PROVIDERS, EARTHQUAKE, FLOOD, EMBARGO, RIOT, SABOTAGE, LABOR SHORTAGE OR DISPUTE, GOVERNMENTAL ACT, POWER FAILURE OR FAILURE OF THE INTERNET OR COMPUTER EQUIPMENT.

WE WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE SERVICES, YOUR USE OR INABILITY TO USE THE SERVICES OR ANY PRODUCTS PURCHASED THROUGH THE SERVICES, EVEN IF FORESEEABLE OR EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL OUR LIABILITY FOR OTHER DAMAGES EXCEED THE AMOUNT PAID BY YOU TO US IN CONNECTION WITH YOUR USE OF THE SERVICES (INCLUDING FOR ANY PRODUCTS PURCHASED THROUGH THE SERVICES) IN THE TWELVE MONTHS PRECEDING THE CLAIM.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

## **15. Indemnification**



You agree to defend, indemnify and hold us harmless against any and all third party claims, damages, costs and expenses, including attorneys' fees, arising from or related to your use or misuse of the Services and/or your breach of these terms. We reserve the right to assume the exclusive defense and control of any claim subject to indemnification, and in such cases, you agree to cooperate with us to defend such claim. You may not settle any claim covered by this Section 15 without our prior written approval.

#### **16. Miscellaneous Provisions:**

You authorize us to provide information concerning you and your activities to comply with applicable laws or respond to court orders, subpoenas, or other lawful requests, or if we believe doing so would protect your safety or that of another person or protect the security of the Services, or as otherwise described in the Privacy Policy.

You agree that we may provide you notice by attempting to contact you using the contact information you have provided to us or by posting notice on the relevant Services. If you do not provide us with accurate contact information, we will not be responsible for failure to notify you.

These Terms, including any additional terms or policies posted on the Services, constitute the entire agreement between you and us, and supersede all prior agreements, with respect to the subject matter hereof. Our failure to exercise or enforce any right or provision in these Terms will not constitute a waiver of such right or provision. Nothing in these Terms affects any non-waivable statutory rights that apply to you. If any part of these Terms is determined to be invalid or unenforceable under applicable law, that provision will be removed, and the remainder of the Terms will continue to be valid and enforceable.

#### **17. Contact Information:**

If you have any questions or comments about these Terms of Use or our Services, please contact us by email at [privacy@follettlearning.com](mailto:privacy@follettlearning.com) or telephone at 800-350-6418. You also may write to us at Follett School Solutions, LLC, Attn: Privacy, 1340 Ridgeview Dr., McHenry, IL 60050. For California residents to exercise your consumer rights by clicking [here](#). For EU citizens to exercise your data subject rights by clicking [here](#). Questions or comments submitted through other means, such as Wall posts, may not be received or addressed.

California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by telephone

at (916) 445-1254 or (800) 952-5210, or by mail at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834.

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