

**QUOTE #90849****Quote Issued:** August 3, 2020**Quote Expires:** September 30, 2020

## Important Message for purchaser

**Before sending us your PO, visit your online quote here:**

<https://mysteryscience.com/order/2b533b>

**Then click “Submit Purchase Order” or “Pay by Credit Card”**

**VENDOR**

Mystery Science Inc.  
 1887 WHITNEY MESA DR #9350, Area 90849  
 HENDERSON, NV 89014  
 Fax: follow instructions above for fax #

**SCHOOL**

Robert E Willett Elementary School  
 Davis, California

Description	Unit Price	Qty.	Amount
School Membership for 2020-2021 with US \$250 discount	US \$1,249.00	1	US \$1,249.00
Regular price	US \$1,499.00		
17% discount	(-US \$250.00)		
Discounted price	US \$1,249.00		
Total discount			(-US \$250.00)
Total			US \$1,249.00

**Net Amount Due      US \$1,249.00**

Need financial aid? Visit:

<https://mysteryscience.com/financialaid/2b533b>

All prices in US Dollars.

### Yearly Pricing (per school)

Before May 29th	Regular Price
US \$999	US \$1,499

### To download our W-9, visit:

<http://mysteryscience.com/w9>

By submitting a payment or purchase order, you are agreeing to the Mystery Science Terms of Service available at [mysteryscience.com/terms](https://mysteryscience.com/terms), the terms and conditions of which are hereby expressly incorporated herein by reference.

# Terms of Service

Effective: February 1, 2019

By accessing or using the applications and services owned or operated by Mystery Science, Inc., whether through our software app(s) or website (our “Services”), you are accepting and agreeing to be bound by the terms and conditions set forth below (these “Terms”).

Certain features of our Services may be subject to additional guidelines, terms, or rules, which will be posted with those features. We reserve the right, at any time, to modify, suspend, or discontinue our Services (or any portions of them). You agree that we will not be liable to you or to any third party for any modification, suspension, or discontinuance of our Services (or any portions of them).

## Creating an Account

In most cases, our Services may only be used if you have an account with us. By creating an account, you represent that (a) all required information you provide is truthful and accurate; (b) you are of legal age to agree to these Terms; and (c) your use of our Services does not violate any applicable law or regulation or these Terms. When you create an account, you will be asked to choose a user name and a password for your account or you can use your Facebook account (or other online account we support). You may not use a user name or user profile that is used by someone else or that violates these Terms. We reserve the right to reclaim any user name that violates these Terms.

**Your Account is Your Responsibility.** You are responsible for maintaining the confidentiality of your password and for any and all use of your account. You should notify us immediately if you suspect any unauthorized use of your account or access to your password. You may not (a) use the account of any other user; (b) allow someone else to use or share your account (except as permitted above); or (c) sell, lend, or transfer your account, temporarily or permanently, with someone else. If you violate these Terms, we reserve the right to issue you a warning, suspend or even terminate your account (along with your ability to access and use the Services).

**Paid Memberships.** Full, continuous access to the curriculum and lesson plans on the Services is only available with a paid membership. Limited access to the curriculum and lesson plans is available for free.

You may purchase school or district memberships on a per site basis as indicated in your applicable purchase order, which entitles all of your teachers and staff (each, a “Member”) at that site to create individual accounts which they can use to access the Services from anywhere on an unlimited number of devices. Purchase of a classroom membership entitles one teacher to create an account

which they can use to access the Services for a single classroom. Homeschool memberships are for a single parent to use at home. Memberships may not be reassigned, transferred, resold or sublicensed without our prior written consent. You hereby acknowledge and agree that you are responsible for ensuring that your Members sign up for their own accounts and agree to, and comply with, these Terms when they access and use the Services.

**Student Access.** Our Services are intended for use primarily by teachers, parents, and other educational service providers. Anyone under 13 and/or not of the age of majority (“Students”) may access and use our Services only with the involvement of their parent or legal guardian, using their parent’s or guardian’s account.

**Invited Users.** As part of the Services, we may allow you to create and share a link to certain limited content and features within the Services in order to grant other individuals (including, but not limited to Students) (“Invited Users”) temporary access to such content and features; provided that you ensure that any of your Invited Users who are Students utilize such temporary access only with the involvement and consent of their parent or legal guardian. You hereby acknowledge and agree that you are responsible for ensuring that your Invited Users comply with these Terms when they access and use the Services.

**Privacy.** Please refer to our [Privacy Policy](#) for information on how we collect, use and disclose information about users of our Services.

## Using Our Services

As long as you comply with these Terms, you may use our Services for educational and non-commercial purposes.

**Fees.** We charge fees for the use of certain products or services, and for access and use of certain content and features on our Services, which are described in the Services. These fees can change at any time. By selecting these products, services and/or features, you are agreeing to pay the applicable fees assessed to your account and authorizing us (or our third-party payment processor) to charge your payment account or credit card for such purchases. You represent and warrant that you have the legal right to use all payment method(s) you provide to us. **YOU HEREBY ACKNOWLEDGE AND AGREE THAT ANY AND ALL PURCHASES AND FEES PAID BY YOU TO US IN CONNECTION WITH THE SERVICES ARE FINAL AND NON-REFUNDABLE.**

**Links to Other Sites.** Our Services may contain links to content or services provided by other companies (“Third Party Links”). These Third Party Links are not under our control, and we are not responsible for their content, services, performance, operation, availability, business practices or policies. We are providing these Third Party Links to you as a convenience but we do not imply any endorsement or recommendation of their content or services, or of any association of us with them. If you access any of these Third Party Links, you do this at your own risk and any charges or obligations you incur in your dealings with these companies, are your responsibility. The websites

available through the Third Party Links are subject to their own terms and policies, including privacy and data gathering practices.

## **Acceptable Use and Conduct**

You are responsible for your conduct when using our Services and you agree that you will use our Services in compliance with all applicable laws and regulations, including, without limitation, those related to Student privacy.

**Prohibited Conduct.** You agree that you will not initiate, engage in, or encourage any Prohibited Conduct in connection with your use of our Services. "Prohibited Conduct" includes doing things like: attempting to and/or interfering or disrupting any computer or network used to provide or support the Services; restricting or inhibiting any other user from using and enjoying the Services; promoting, encouraging, advocating, or providing information about illegal activities; harassing, bullying or threatening other users; impersonating another person or representing yourself as affiliated with us, our staff or our partners; soliciting passwords, account information or other personal information from other users; conducting commercial activities and/or promotions or advertisements (unless approved by us in writing); loaning your account or making it available to others; using the Services for fraudulent purposes or that violates any applicable laws and regulations; or otherwise creating liability for us.

**Prohibited Content.** You agree that you will not post, exchange, make available, provide, or process any Prohibited Content. "Prohibited Content" includes content that: is offensive or promotes racism, bigotry, hatred or physical harm of any kind against any group or individual; bullies, defames, harasses or advocates stalking of, or intimidates another person; involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, or "spamming;" is false or misleading or promotes, endorses or furthers illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous; infringes another person's content or rights without a license to do so; promotes, copies, performs or distributes an illegal or unauthorized copy of another person's work, whether it is protected or not, such as, presenting the work of a third party as your own (plagiarism); contains viruses, malware, or similar destructive software; or otherwise violates these Terms or creates liability for us.

**Enforcement by Us.** We have the right (but not the obligation) to review and delete (or modify) any content you post on our Services for any reason, including if we believe, in our sole judgment, that such content violates these Terms or is Prohibited Content, or that we believe constitutes or promotes Prohibited Conduct or otherwise threatens the safety of, or harms any other person, or creates liability for us or any other person. We reserve the right (but have no obligation) to investigate and take appropriate action, including removing content from our Services (or modifying it), suspending or terminating your account and/or suspending or terminating the provision of our Services to you, and/or reporting you to law enforcement authorities, if you violate any provision of these Terms. In order to cooperate with governmental requests, subpoenas or court orders, to

protect our systems, service providers, partners, and other users, or to ensure the integrity and operation of our business and systems, we may access and disclose any information or content we consider necessary or appropriate, including your account information (i.e. name, e-mail address, etc.), IP address and traffic information, usage history, your content, and your conduct.

## **Ownership**

You acknowledge that all intellectual property rights in our Services, including the underlying software and technology and the information and content available on our Services are owned by us and our suppliers (including other users), are protected by copyright laws throughout the world. You may not download, copy, reproduce, publish, modify, create derivative works of, reverse engineer, disassemble, decompile, adapt, distribute, transfer, or exploit the Services or any content therein, in whole or in part without our prior written authorization. We and our suppliers reserve all rights not granted in these Terms. If you provide any suggestions, ideas, feedback, or recommendations to us regarding our Services or any content in the Services ("Feedback"), you give us a worldwide, perpetual, irrevocable, fully-paid and royalty-free license to use and exploit that Feedback for any purpose and without any further obligation to you.

## **Termination**

You can terminate your account at any time by deactivating your account or by providing notice of termination to us. Upon any termination of your account, all rights and licenses granted to you in these Terms will immediately and automatically end and you may no longer use the Services.

If you are using the Services on a free basis, we reserve the right to terminate or suspend your account or your access to any or all portions of the Services without notice at any time, for any reason, including your violation or breach of any provision in these Terms.

If you are using the Services under a paid membership, your account and access to the Services will terminate automatically and immediately at the end of the subscription term set forth on your purchase order unless you execute a new purchase order for the Services with us; provided that we reserve the right to terminate or suspend your account or your access to any or all portions of the Services without notice if you or any of your Members or Invited Users violate or breach any provision in these Terms.

Those provisions in these Terms that by their nature are intended to survive termination or expiration of these Terms will so survive, including, without limitation those sections titled: "Fees," "Links to Other Sites," "Enforcement by Us," "Ownership," "Use of the Services is at Your Own Risk," "Use of Materials is at your Own Risk," "Limitation of Liability," "Indemnification" and "General Provisions."

## **Use of the Services is at Your Own Risk**

By using the Services, you may be exposed to information or content that might be inaccurate, incomplete, unreliable, controversial, or considered by some to be objectionable. You agree that we will not be liable in any way for any such content, such as for errors or omissions in that content, or any losses or damages incurred as a result of the use or reliance of any information or content available via the Services. The Services are provided to you “AS IS” and on an “AS AVAILABLE” basis. WE EXPLICITLY DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. We make no warranty that the Services will meet all of your requirements or will be available on an uninterrupted, completely secure, or error-free basis.

### **Use of Materials is at Your Own Risk.**

As part of the Services, we may recommend the use of certain materials and supplies (“Materials”). Such Materials are typically found in classrooms or commonly available but they may also be supplied by us. The use of Materials is at your own risk and you agree that we will not be liable in any way for losses or damages, including without limitation, personal injury and property damages, in connection with the use of any Materials, whether obtained by you or supplied by us.

### **Limitation of Liability**

IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR (A) ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, (B) ANY LOSS OF USE, INCOME, DATA, PROFITS, REVENUE OR BUSINESS INTERRUPTION, OR OTHER ECONOMIC LOSS, OR (C) ANY DAMAGES FOR PERSONAL OR BODILY INJURY, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE AND REGARDLESS WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EVEN IF A LIMITED REMEDY SET FORTH IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE. OUR AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS WILL NOT EXCEED THE GREATER OF: (I) THE AMOUNT THAT YOU PAID FOR YOUR USE OF THE SERVICES IN THE SIX (6) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO LIABILITY; OR (II) ONE HUNDRED DOLLARS (\$100.00).

### **Exclusions**

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

### **Indemnification**

You will defend, indemnify and hold us and our officers, directors, employees and agents harmless from all claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including,

without limitation, reasonable legal and accounting fees, arising out of or connected with your or your Members' or Invited Users' access to or use or alleged use of the Services or any Materials, or your or your Members' or Invited Users' violation of these Terms, including without limitation, any and all claims of personal injury, tangible or intangible property damage, death, negligence and/or strict liability arising from your use of the Services or any Materials.

## General Provisions

These Terms constitute the entire agreement between us with respect to the subject matter and supersedes and merges any prior proposals, understandings and contemporaneous communications. These Terms may be amended by us from time to time. If we make material changes to these Terms, we will notify you by posting the revised Terms or notifying you through the Services or your account. Your continued use of the Services after the changes go into effect will constitute your agreement to such changes. These Terms will be governed by and construed in accordance with the laws of the State of California, without regard to or application of conflicts of law rules or principles. By using our Services you consent to personal jurisdiction and venue in the state and federal courts for San Francisco County, California for any lawsuit filed there against you by us arising from or relating to these Terms or our Services. If any part of these Terms is determined to be invalid or unenforceable by a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the remaining provisions of these Terms will remain in full force and effect.

## Contacting Us

If you have any questions about these Terms, please [contact us](#).

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# Privacy Policy

Effective: November 15, 2018

This Privacy Policy explains how information is collected, used and disclosed by Mystery Science, Inc. with respect to your access and use of our services. This Privacy Policy doesn't apply to any websites, services or applications operated or provided by other companies that can be accessed through our services.

Any information that is collected is subject to the Privacy Policy in effect at the time such information is collected. We may, however, modify and revise our Privacy Policy from time-to-time. If we make any material changes to this policy, we will notify you of those changes by posting them on our website, through our services or by sending you an email or other notification, and we will indicate when those changes will become effective. By continuing to access or use our services after those changes become effective, you are agreeing to be bound by the revised policy.

## Information You Provide

**Account Registration Information.** We will collect personal information from you (like your name and email address) when you register for an account. If you create an account using your login from another online account (like Facebook), we will access and collect the information about you that you choose to share (which is based on the permissions you give) when you create your account with us.

**Referrals.** Our website offers a tool that allow you to refer colleagues and other contacts to use our website and services by providing their email addresses. We will use the email addresses you provide to send an email inviting the recipient to use our services. This email will come from you to the recipient and the contents of the email will be what you write. If the recipient does not respond to the invitation, we may send a single reminder email from Mystery Science. We may also share anonymous information you provide with our advertising partners to improve the targeting of online advertisements for our services.

**Membership Purchases.** When you purchase a Mystery Science membership, we may collect information necessary to process your transaction, including your name, email address, mailing address, phone number, payment information, such as a credit card number and/or other related information that may be required from you to complete your purchase ("Financial Information"). Unless we tell you otherwise at the time of your purchase we do not collect, store or maintain your Financial Information. For more information on how your information is shared in these instances, please see the Section "Third-Party Payment Processing" below.



**Communications with Us.** We may collect information from you such as email address, phone number or mailing address when you contact us to request information about our services, register for a newsletter or a loyalty program that we may offer from time to time, request to receive customer or technical support or otherwise communicate with us.

**Featured Questions.** From time to time, we may want to feature questions and comments from users and students on our website. When a teacher submits a featured question, the teacher includes the first name and grade of the student. Before featuring a student in a video on our website, we will send the teacher a permission form to obtain parental consent for the student to participate in the recording of a video. Participation in this recorded video is optional and will never proceed without a signed parental consent form.

Note regarding children: We do not knowingly collect personal information from children under the age of 13. If we learn that we have collected personal information from a child under 13, we will take steps to delete such information from our files as soon as possible.

Note regarding international users: Information that is provided to us will be transferred to and maintained on computers located in the United States (or any other country where we operate) and processed there – by providing us with your information, you are acknowledging and agreeing to that transfer.

## **Information We Collect**

We collect certain information that your web browser sends when you visit our website, like the Internet Protocol (IP) address, browser, pages viewed, and other such information about your use of our services. We use "cookies" – small data files that are installed on your Internet browser – to collect this information, which allows us to identify your browser and to improve your use of our services, for example, by speeding your login experience. You can set your web browser to refuse these cookies, however, some features of our services may not function properly if the ability to accept cookies is disabled.

## **Information Collected by Others**

We may enable other companies to collect usage analytics about our services. These companies may place their own cookies on your device to collect traffic and activity data in order to deliver us relevant metrics and information. We may also share anonymous or aggregated information about our users with them to help improve our services. We will also share data with ad networks like Facebook, Google, Pinterest and similar ad service providers to measure the effectiveness of our ad campaigns. We may also use Google's & Facebook's remarketing services to advertise our services to previous visitors to our site when they visit other websites and social networks. Google & Facebook use cookies or pixels to serve ads on other sites based on visits to our website. The collection of this data by these companies is subject to their own privacy policy. For more information visit: [Google Analytics](#), [Facebook's Privacy Policy](#), [Pinterest's Privacy Policy](#).

You can opt out of remarketing and otherwise configure your ad settings by visiting:

You can control your Google ad preferences here:

<https://support.google.com/ads/answer/2662922?hl=en>

You can control your Facebook ad preferences here:

<https://www.facebook.com/ads/preferences/edit/>

You may also visit the Digital Advertising Alliance's WebChoices tool to opt-out of interest based advertising on your browser at <http://optout.aboutads.info>.

Additionally, if you would like to opt out of Google's collection of data through Google Analytics, <http://tools.google.com/dlpage/gaoptout>.

## **How We Use the Information We Collect**

We use the information we collect to provide our services (or the information you request), to process and complete any transactions, to respond to inquiries, to personalize and improve our services and your experiences when you use our services, to monitor and analyze usage and trends of our services, to send you messages regarding the operation and use of our services, and for any other purpose for which the information was collected.

## **Information We Share With Others**

We will share information about you when you instruct us to do so, such as if we notify you that the information you provide will be shared in a particular manner and you provide such information.

We will share information about you if we are (or if we believe we are) required by law or legal process (such as a subpoena, warrant or court order), if we have to respond to a lawful request from legal authorities to disclose such information, or if we need to enforce or apply this Privacy Policy or our other terms and policies.

Your information may be accessed and used by our service providers who are working with us in connection with the operation of our services. These service providers may have access to your information but only to the extent necessary to perform services on our behalf and are obligated not to disclose that information or use it for any other purposes.

We may share information about you in anonymous and/or aggregated form (that doesn't identify someone individually) with other companies for usage analytics (to help us better understand who is using our services and how), to improve the relevancy of the content you see on our services (to tailor it to your interests) and for industry analysis, demographic profiling, research, and other similar purposes. We may also transfer and/or provide information about our users in connection with an acquisition, sale of company assets, or other situation where user information would be transferred as one of our business assets.

If we are involved in a merger, acquisition, financing due diligence, reorganization, bankruptcy, receivership, sale of company assets or transition of service to another provider, then your information may be sold or transferred as part of such a transaction as permitted by law and/or contract.

### **Third Party Payment Information**

When you make purchases through the services, we process your payments through a Third-Party payment service provider. In these instances the Third-Party payment service may collect certain Financial Information from you to process a payment on behalf of us, including your name, email address, address and other billing information in which case the use and storage of your Financial Information is governed by the Third-Party payment service provider's terms, conditions and privacy policies. Our treatment of any Financial Information that we may process on your behalf, or that we receive from our financing partners, is subject to this Privacy Policy.

### **Opting Out of Marketing Communications**

If you receive an unwanted email from us, you can use the unsubscribe link found at the bottom of the email to opt-out of receiving future emails. We will process your request within a reasonable time after receipt. Note that you will continue to receive transaction-related emails regarding products or services you have requested. We may also send you certain non-promotional communications regarding the services, and you will not be able to opt-out of those communications (e.g., communications regarding updates to our Terms or this Privacy Policy).

### **How to Access Your Information**

You can access and modify the information you provided us through your account settings. If you completely delete all such information, then your account will become deactivated and you will no longer be able to access our services through your account. If you would like us to delete personal information about you from our system, please contact us with a request that we delete your personal information from our database. We will use reasonable efforts to honor your request; however, we may retain an archived copy of your information as required by law and/or for record keeping purposes.

### **Security Measures We Take To Protect Your Information**

We employ administrative, physical and electronic measures designed to protect your information from unauthorized access, however, despite these efforts, no security measures are perfect or impenetrable and no method of data transmission can be guaranteed against any interception or other type of misuse. In the event that your personal information is compromised as a result of a breach of our security measures, we will promptly notify you if your personal information has been compromised, as required by applicable law.

## "Do Not Track"

Do Not Track ("DNT") is a privacy preference that users can set in certain web browsers. DNT is a way for users to inform websites and services that they do not want certain information about their webpage visits collected over time and across websites or online services. Please note that we do not respond to or honor DNT signals or similar mechanisms transmitted by web browsers.

## Contacting Us

If you have any questions about our Privacy Policy, please [contact us](#).

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