

Date: 5/22/2020 Proposal: **P904752**

Customer: 23100

BurlingtonEnglish Sales Proposal Davis of Adult and Community Education

Grace Sauser Attn:

Address: 315 W. 14th Street

Title:

Director

Davis, CA. 95616

Phone: 916-806-8814

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ITEM DESCRIPTION	QUANTITY	PRICE PER ITE	M	TOTAL
BurlingtonEnglish Seats - 12 Month Access	25		96.00	\$ 2,400.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
*These prices do not include sales tax		TOTAL		\$ 2,400.00
**Please provide a tax exemption certificate		Sales Tax	%	\$ 0.00
		Shipping		\$
		GRAND TOTAL		\$ 2,400.00

Each BurlingtonEnglish Seat includes access to:

- NEW Burlington Core Basics, Low Beginners, High Beginners, Low Intermediate, High Intermediate, and Advanced. Each level includes the following components: Course & Lesson Planner, In-Class Lessons, Worksheets, Student Lessons, Vocabulary Practice, My Portfolio, and Progress.
- · English in America Beginners, Intermediate, and Advanced. Each level includes the following components: In-Class Lessons, Worksheets, Student Lessons, Vocabulary Practice, and Progress.
- Career Exploration & Soft Skills Beginners, Intermediate, and Advanced. Each level includes the following components: Course Planner, In-Class Lessons, Worksheets, Student Lessons, Vocabulary Practice, My Portfolio, and Progress.
- Career Clusters including Career Wordlists and Career Courses. Career Wordlists include the following components: Vocabulary Practice and Progress. Career Courses include the following components: Student Lessons, Vocabulary Practice, Worksheets, and Progress.
- Exam Preparation Prepare for CASAS including In-Class Lessons, Test Practice, and Lesson Practice.
- Digital Literacy Using Your Computer.
- * BurlingtonEnglish Digital Readers Library.
- · Free teacher's material
- Free Administration Zone for student and faculty management
- Free initial teacher/administration training and ongoing professional development
- Free ongoing technical support
- * Unlimited access to Burlington's online on-demand and virtual training sessions
- · Free data collection and reports for accountability
- · Free software updates

Additional seats may be purchased as needed throughout the duration of this time period Terms and conditions in accordance with the provisions of the end-user license agreement (EULA).

Activation date for the above Burlington English Seats: July 2, 2020 --- July 1, 2021

This proposal is valid until: September 30, 2020

For any questions or additional information regarding this proposal, please contact:

Tad Meyer Tad.M@BurlingtonEnglish.com (916) 531-4388

Burlington English Inc. • 4800 N Federal Highway, Suite E207 • Boca Raton, FL 33431

Send purchase orders to: usa@BurlingtonEnglish.com • Fax: (561) 672-7827

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Privacy Policy

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Burlington English Privacy Policy

Last Updated: February 16, 2020

Burlington English is an online digital solution for language learning. Burlington English takes the privacy of its customers seriously. We are committed to safeguarding your privacy while providing a personalized and valuable service.

1. Overview

This ("Privacy Policy") statement explains the Personal Information processing practices of Burlington English, including on any website that we control and that links to this Privacy Policy (the "Website(s)"). If you have any requests concerning your Personal Information or any questions about these practices, please contact us as provided in Section 6 below. We encourage you to periodically review this statement as it may change at any time at our sole discretion.

The Website may contain links to third party sites, which are not subject to this Privacy Policy. Burlington English does not endorse and is not responsible for the privacy practices or content on these sites. We recommend that you read the privacy policy of any such sites that you visit.

In the event that you provide us with Personal Information for the purposes of free registration and you later make a purchase, whether directly from us or through one of our e-commerce partners, your privacy rights will be protected according to our stated policies and the stated privacy policies of these partners, which will be posted and available for your review at the time of purchase.

formation Collected

We collect information that is reasonably capable of being associated with you (your "Personal Information") through:

- The use of inquiry and registration forms.
- The purchase process when you buy any of our products or services.
- The provision of your details to us either online or offline.
- The use of Burlington English products and/or systems.

The elements of your Personal Information that we collect may include:

- Name
- Job title
- Company name
- Home, shipping and billing addresses, phone and fax number
- Mobile telephone number
- Email address
- IP address and browser information
- · Payment details such as credit card information
- Market research Personal Information such as customer usage patters
- Audio recordings generated through the customer's use of Burlington English products and/or systems

3. Use and Disclosure of Personal Information

We use your Personal Information for purposes which may include:

- Providing our customers with a personalized service.
- Processing orders, registrations and inquiries.
- Conducting market research surveys.
- Measuring interest in and improving our website, products and services.
- Providing you with information about the products and services we offer. You may stop the delivery of
 marketing materials by following the instructions accompanying a particular communication or by
 contacting us.
- Resolving disputes, collecting fees, and troubleshooting problems.

We use the information you provide when placing an order to complete that order. We do not share this information with outside parties except (1) To the extent necessary to complete that order, or to provide services where the outside party is acting on our behalf and has no independent right to use the information we provide (e.g., third party shipping, business analytics, or customer support), or (2) To successors in title to our business or as otherwise is necessary in connection with a sale of all or substantially all of the assets of Burlington English or the merger of Burlington English into another entity or any consolidation, share exchange, combination, reorganization, bankruptcy, liquidation or like transaction in which Burlington English is not the survivor, or (3) In accordance with legal and regulatory requirements, or (4) As necessary, at our sole discretion, to protect the perceived rights, safety and property of Burlington English, users of our Websites, and the public.

The audio recordings generated by your use of the Burlington English products and/or systems will solely be used by Burlington English for the purpose of product development and enhancement.

Other than as set out above, you will be notified when Personal Information about you will be shared with third parties, and you will have an opportunity to choose not to have us share such information.

We also use information in aggregate form (so that no individual user is identified):

- For marketing analytics
- To aid strategic development
- To audit usage of the Website

4. Use of Cookies and Other Tracking Devices

We might use cookies to help personalize your use of our Website. A cookie is a small piece of information which is sent to your computer's hard drive by the web server so that the Website can remember who you are. This information may include information relating to your use of our Website, information about your computer such as the computer's IP address and browser type, demographic information and, if you arrived at our Website via a link from a third party site, the URL of the linking page. If you are a registered user, this may include your name and email address for verification purposes.

We use information from cookies for purposes which may include:

- Identifying returning users and registrants.
- Enabling you to move more easily around our Website.
- Tracking your use of our Website to better develop our Websites in accordance with your requirements.
- Building up a demographic profile.

You may choose to set your web browser to not accept cookies. Further information on how to prevent cookies from being stored on your computer can be found on http://www.allaboutcookies.org under the 'manage cookies' section. Alternatively, go to the help menu within your Internet browser.

From time to time, we may permit third party companies to set cookies on our Website for purposes which may include market research, revenue tracking or to improve functionality of the Website. For example, our Website may use Google Analytics, a web analysis service provided by Google, in order to better understand your use of our Websites and how we can improve them. Google Analytics collects information such as how often users visit a website, what pages you visit when you do so, and what other websites you used prior to coming to such website. Google Analytics collects only the IP address assigned to you on the date you visit a website, rather than your name or other identifying information. We do not combine the information collected through the use of Google Analytics with your Personal Information. Although Google Analytics plants a permanent cookie on your web browser to identify you as a unique user the next time you visit a website, the cookie cannot be used by anyone but Google. Google's ability to use and share information collected by Google Analytics about your visits to our Website is restricted by the Google Analytics Terms of Use and the Google Privacy Policy. Google utilizes the data collected to track and examine the use of the Website, to prepare reports on its activities and share them with other Google services. To more fully understand how Google may use the data it collects on the Website, please review "How Google uses data when you use our partners' sites or apps," (located here).

Some of the areas of our Website may contain electronic images known as web beacons (sometimes known as clear gifs) that allow Burlington English, and its third party providers or affiliates, to count and ack users who have visited certain portions of our Website.

5. Security Policy

Burlington English has set appropriate measures in place to help ensure that your Personal Information is protected against unauthorized access or use, alteration, unlawful or accidental destruction and accidental loss. Although we take commercially reasonable efforts to protect your Personal Information from loss, misuse, or alteration by third parties, you should be aware that there is always some risk involved in transmitting information over the Internet. There is also some risk that our security systems could be breached.

6. Contact Us / Request Access to Data

You may request a copy or send a correction of the Personal Information we hold about you by contacting us as follows:

If you are in the USA:

<u>If you are outside the USA:</u>

Burlington English Inc. 4800 N. Federal Hwy., Suite E207 Boca Raton, FL 33431 +1 (561) 672-7286 Burlington Education Ltd.
15 Costa Paparigopoulou Street
Limassol, Cyprus
+357 (25) 740124

We may charge the allowable fee under applicable law for provision of this information.

7. California Rights

The California Consumer Privacy Act ("CCPA") provides consumers with specific rights regarding their Personal Information. If you are a California resident, you have the right to request that businesses subject to the CCPA (which may include some of our e-commerce partners with whom you have a relationship) disclose certain information to you about their collection and use of your Personal Information over the past 12 months. In addition, you have the right to ask such businesses to delete Personal Information collected from you, subject to certain exceptions. If the business sells Personal Information, you have a right to optout of that sale. Finally, a business cannot discriminate against you for exercising a CCPA right.

When offering services to its e-commerce partners, Burlington English acts as a "service provider" under the CCPA and our receipt and collection of any consumer Personal Information is completed on behalf of our e-commerce partners in order for us to provide services to them. Please direct any requests for access or deletion of your Personal Information under the CCPA to the entity with whom you have a direct relationship, as applicable.

Where we act as a business, you may exercise your CCPA rights, by contacting us as is provided in Section 6 above. You may also have an authorized agent make a CCPA request on your behalf. If you make a request, we will need to collect information to verify your identity.

Consistent with California law, if you choose to exercise your applicable CCPA rights, we will not charge you different prices or provide you with a different quality of services. If we ever offer a financial incentive or roduct enhancement that is contingent upon you providing your Personal Information, we will not do so less the benefits to you are reasonably related to the value of the Personal Information that you provide ro us.

8. Do Not Track

Certain state laws require us to indicate whether we honor "Do Not Track" settings in your browser.

Burlington English adheres to the standards set out in this Privacy Policy and does not monitor or follow any Do Not Track browser requests.

9. Children Under 13

This Website is not intended for use by persons under thirteen (13) years of age. We do not intentionally collect any information on children under 13 years of age. We will undertake to delete any details of such users where a parent or guardian has notified us that any such details have been obtained.

10. Changes to this Policy

From time to time, we may make changes to this Privacy Policy to reflect any changes to our privacy practices in accordance with changes in legislation, best practices or Website enhancements. We will notify you about material changes to this Privacy Policy by sending a notice to the email address you provided to us or by placing a prominent notice on our Website.

ABOUT BURLINGTONENGLISH

BurlingtonEnglish offers a unique program for English language acquisition. It combines face-to-face classroom activities with any time-anywhere access to state-of-the-art online interactive courses. With the BurlingtonEnglish SpeechTrainer®, students effectively improve their pronunciation and comprehensibility, giving them the confidence to communicate successfully in any situation.

BURLINGTON ENGLISH INC.

4800 N. Federal Hwy. Suite E207

Boca Raton, FL 33431

Phone: (561) 672 7826 Fax: (561) 672 7827

Email: info@BurlingtonEnglish.us

Call toll free for support: 1(855) USA-BURL / 1(855) 872-2875

APPLY FOR A CAREER AT BURLINGTON ENGLISH

n Follow

BURLINGTON EDUCATION LTD.

15 Costa Paparigopoulou St. 3106 Limassol

Cyprus

Phone: +357 25353698 Fax: +357 25740125

Email:

info@BurlingtonEnglish.com

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Order Contact (https://shop.burlingto60nemgtischnus/en/Coordeti)tions

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Tutorial

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We accept **WISA**

TERMS AND CONDITIONS

Last updated January 01, 2019.

https://shop.burlingtonenglish.us/ (https://shop.burlingtonenglish.us/) is an electronic store site (hereafter: "the Site") owned by Burlington English Inc., (hereafter: "BE") located at 4800 North Federal Highway, Suite E-207, Boca Raton, Florida 33431. The terms of service (hereafter: "the Terms") provided below govern your use of the Site, its content and the BurlingtonEnglish online store.

By browsing the Site, creating an account and/or making a purchase, or downloading digital content, you are deemed to have accepted these Terms. If you do not agree to accept these Terms, you should stop using the Site immediately. BE may amend the Terms at any time by posting changes on the Site together with a note and date of the change, or by sending an email to the address you provided to us. Changes will become effective within 24 hours after first posting, and you will be deemed to have accepted the changes if you continue to use the Site after that time.

1. USER CONDUCT

- 1.1 You must provide accurate personal information in the purchase form and order form, and update such information where necessary. You may not use false information or impersonate others when using the Site. Information you provide to us when registering on the Site will be held and used in accordance with our Privacy Policy.
- 1.2 You are responsible for maintaining the confidentiality of your account and password, and for activities that occur under your account or password.
- 1.3 The Site is not meant for use by individuals under thirteen (13) years of age.

2. PRODUCT PURCHASE AND PAYMENT

- 2.1 To order any product, you must first use the institution code which was provided by the institution at which you study or your existing BurlingtonEnglish username and password to access the Site. You should then follow the ordering instructions appearing on the Site.
- 2.2 Payment for your order must be made by credit card.
- 2.3 When you have completed your order you will receive an email confirmation from our system.

3. PRICES

BE reserves the right to amend prices at any time. A change in price will not affect an order that has already been placed. If applicable, sales tax will be added to your total price.

The following Cancellations and Refunds policy applies to BurlingtonEnglish products (including Online and Digital Download) purchased in the United States. Our Cancellations and Refunds policy may vary depending upon the product purchased, and only applies to online purchases made directly from BurlingtonEnglish in The United States of America.

4. PRODUCT CANCELLATIONS AND REFUNDS

- 4.1 BurlingtonEnglish will cancel and refund the amount paid for a product purchased directly from our website or by telephone within 14 days of purchase.
- 4.2 To initiate a product cancellation and/or refund, please contact our head office by submitting an email request to shop@BurlingtonEnglish.us. (mailto: shop@BurlingtonEnglish.us)
- a. In order to cancel and/or receive a refund for any product you must provide a copy of your original sales receipt or order confirmation as proof of purchase.
- b. You may be required to provide verification that all licensed content, including any backup copies, has been deactivated, removed and deleted from your computer(s), and any storage devices or systems.
- c. Subscription renewals or enhanced online access may NOT be canceled or refunded unless otherwise expressly provided under separate terms.

d. Refunds will be issued to the account of the person(s) who made the original purchase by the same method of payment as the original payment.

5. INFORMATION PROVIDED ON THE WEBSITE

BE reserves the right to modify or amend product information displayed on the Site at any time. BE makes every reasonable effort to ensure the information on the Site is accurate and without errors. An error relating to price or product details that is beyond BE's control will be corrected as soon as possible.

6. CHANGES TO THE SERVICE

BE reserves the right to interrupt service on the Site at any time for updates, emergency repairs and maintenance activities, and will not be liable to you in the event of interrupted service.

7. FORCE MAJEURE

BE will not be liable to you for any failure or delay in delivering the product to you or for your use of or inability to use the Site, to the extent such failure or delay is caused by events beyond BE's control including, but not limited to, acts of God, wars, acts of terrorism, riots, natural disasters (floods, fires, earthquakes, hurricanes), governmental acts, labor strikes and performance failure of suppliers or associated companies, or third parties outside the party's control (e.g. disruptions in electric and telephone service) and / or any other cause beyond BE's reasonable control.

8. INTELLECTUAL PROPERTY

All content posted on the Site including, but not limited to, text, audio and video, design, graphics, logos, software, trade names and trademarks, is the property of BE and is protected by international copyright and trademark laws. You may not download, copy, reproduce, republish, post, store, transmit, sell or distribute the content on this site to any other party without BE's prior written permission.

9. TERMINATION OF USE

BE has the right to terminate your access to the Site immediately and without notice if you violate any provision of these Terms. You acknowledge and understand that the Site is not open to the public and that it can only be accessed by students who are currently enrolled at schools or educational institutions that have signed up with BE (the "Participating Schools"). In order to access the Site and purchase the products, you will need to obtain a code from your respective Participating School. You agree that your access to the Site, your right to purchase any product from the Site and/or your right to use such product is expressly conditioned upon you being currently enrolled in a Participating School. You acknowledge and agree that in the event you are no longer currently enrolled in a Participating School for whatever reason, the Participating School shall have the immediate right to deactivate your code and you will no longer have access to the Site or to product(s) that you have purchased. In such event BE shall have no obligation to refund any portion of the cost of the product(s) you have purchased.

10. DISCLAIMER AND LIMITATIONS OF LIABILITY

10.1 Use of the Site is at your own risk. The content, service and software on the Site are provided "as is" and without warranty of any kind, and BE disclaims all warranties, express or implied.

10.2 BE assumes no responsibility for any damages caused by problems with its software, equipment, servers or computer systems due to technical problems or Internet traffic or any other reason beyond BE's control, nor will BE be responsible for any injury, loss or damage to any user or to any party's computer resulting from use of this Site.

11. SEVERABILITY

If, for any reason, any provision of these Terms shall be deemed invalid or unenforceable, in whole or in part, such provision shall not affect the validity or enforceability of the remaining provisions of these Terms.

12. JURISDICTION AND VENUE

You agree that any legal action brought against BE shall be governed by the laws of the State of Florida without regard to its conflict of law principles. You agree that the sole jurisdiction and venue for any legal action against BE including, but not limited to, those arising from your use of the Site, orders placed on the Site, or your use of BE products, shall be an appropriate federal or state court located in Palm Beach County, Florida.