



Children's Privacy Notice

Hello and welcome to Total Motivation, an online learning system offered by Mentoring Minds. Total Motivation is operated by Mentoring Minds, L.P., 4862 Hightech Dr., Tyler, TX 75703.

MentoringMinds®
Critical Thinking for Life!®

- (1) To use the online component of Total Motivation, your school/school district is required to consent to the collection, use, and disclosure of information from children in your school/school district as described below. Mentoring Minds and its vendors will not collect, use, or disclose any personal information from children at your school if you do not provide such consent. Without your consent, your students will not be able to use the online component of Total Motivation.
- (2) If your students begin using the online component of Total Motivation, your students' names, user identifier, and password will be collected in addition to the information they provide while using the system (such as answers to assignments or assessment questions). We may combine this information with information collected from your school or school district. The information collected will be used to deliver Total Motivation to your school/school district, to generate and provide performance results, usage information, feedback, and reports to your school or school district, and to assist you with customer service inquiries and technical support.
- (3) Anyone with administrative rights to the online component of Total Motivation at your school/district and teachers at your school will have access to all of the above information.
- (4) Mentoring Minds' full privacy policy can be found here:
www.mentoringminds.com/privacy-policy.
- (5) If your school accepts the Mentoring Minds quote or order form to which this notice is attached or returns a purchase order that includes Total Motivation, such actions will constitute your consent to the collection, use, and disclosure of information, as described in this notice and in the Mentoring Minds privacy policy.
- (6) If you have privacy-related questions about Total Motivation, please contact us at info@mentoringminds.com or 855.780.9889.

Terms of Sale

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TERMS OF SALE

- **IMPORTANT NOTICE:** These Terms of Sale, including the Children's Privacy Notice (attached), Terms of Use (accessible at www.mentoringminds.com/terms-of-use), and Privacy Policy (accessible at www.mentoringminds.com/privacy-policy), which are incorporated herein ("Terms of Sale"), are a legal agreement between the purchaser ("you" or "your") and Mentoring Minds, LP ("we," "us" or "our"). These Terms of Sale include a disclaimer of warranties, indemnification and choice of forum, among other important terms. By placing an order for products sold by us ("Products"), you offer to purchase the Products you select pursuant to these Terms of Sale, and you agree to be bound by all of these Terms of Sale for the Products purchased from us.

1. Orders.

- 1.1. You may place an order ("Order") for Products listed (i) in a quote provided by one of our sales representatives ("Quote"), (ii) in our catalog ("Catalog"), or (iii) on our website, www.mentoringminds.com ("Website"), in any case using one of the following payment methods:
 - a. Sending us an official purchase order via fax, mail or email;
 - b. Providing credit card payment information to us through the Website, by phone, fax, mail or email, or in person at a trade show; or
 - c. Sending us a personal or business check by mail, or providing a personal or business check in person at a trade show.
- 1.2. By placing an Order: (i) you offer to purchase the Products you select pursuant to these Terms of Sale, including the Children's Privacy Notice, Terms of Use, and the Privacy Policy which are incorporated herein; and (ii) you represent that you have the authority to bind the school, school district or other entity purchasing the Products. We reserve the right to refuse service, reject orders, terminate accounts, remove or edit content, or cancel orders in our sole discretion. All Products purchased hereunder are subject to these Terms of Sale.
- 1.3. If you need to cancel an order, please contact us by phone at 800.585.5258 or email at orders@mentoringminds.com.

2. **Prices and Payments.** Unless otherwise specified in a Quote, our Catalog, or our Website, our prices for the Products are set forth in such Quote, Catalog, or Website; however, such prices do not include, and you shall pay, any excise, sales, use or like taxes (except to the extent that you are tax-exempt and you provide us with a certificate of tax exemption), and therefore such prices are subject to increase in the amount of any such tax (excluding tax on net income) that we may be required to collect or pay upon the sale or delivery of the Products purchased hereunder. In addition, prices are exclusive of shipping and handling, which you shall pay. Prices are, and all payments shall be made, in U.S. dollars. If a Product is quoted at an incorrect price due to typographical error or error in pricing information, we have the right to correct such price and charge you the correct amount. All payments will be made via credit card, direct deposit, or personal or business check. You agree to pay the amount specified, including any applicable sales or other taxes, and shipping and handling charges. Any payment not made in full at the time of placing an Order will be reflected in an invoice dated on or about the date of shipment of the Products, and such payment is due net thirty (30) days from the invoice date. We will process, store and use information about your transaction and your contact information, such as your name, phone numbers, address, and email addresses, to process and fulfill your transaction. This use and all other uses of your personal information are governed by the Privacy Policy, www.mentoringminds.com/privacy-policy.

3. **Delivery.** This site is controlled, operated, and administered by us from our offices within the State of Texas, United States of America. Unless contact is made with our Customer Service team, we will not ship Products ordered via this site to addresses outside the United States of America, nor will we make sales to customers who use non-U.S. credit or debit cards via this site. We shall deliver the

Products to the location set forth in your Order within the United States of America. Risk of loss and title to the Products remains with us until the Products are delivered to the location you specified in the order. Thereafter, you assume the risk.

4. Returns.

- 4.1. **Return Policy.** You may return or exchange Products for any reason provided the following conditions are met: (i) returns must be received within 90 days of invoice date; (ii) Products written for specific standards must not be out of date; (iii) Products must be in new or unused condition; (iv); Products with minimum quantity requirements must maintain minimum quantities; and (v) returns must be preapproved and include a copy of a Return Authorization Form, which may be obtained from our customer service representatives. Please contact our customer service representatives by telephone at 800.585.5258, Monday through Friday from 8:00 a.m. to 5:00 p.m. Central time, or via email at info@mentoringminds.com to obtain a Return Authorization Form.
- 4.2. **Product Guarantee.** In the event that you are not satisfied with your purchase, we want to make it right. Call our customer service team at 800.585.5258 or email info@mentoringminds.com. We are available Monday through Friday from 8 a.m. to 5 p.m. Central time.

5. **Intellectual Property Rights.** You acknowledge that we retain all right, title and interest in all intellectual property rights in and to the Products. Your access and use of the online components of any Products are subject to the license terms and conditions contained in the Terms of Use.

6. **DISCLAIMER OF WARRANTIES.** ALL PRODUCTS ARE SOLD ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES AT ALL. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, WE DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (OR IF DISCLAIMERS IMPLIED WARRANTIES IS NOT PERMITTED BY APPLICABLE LAW, WE EXPRESSLY LIMIT THE DURATION OF ALL OTHER WARRANTIES TO THIRTY (30) DAYS FROM RECEIPT OF THE APPLICABLE PRODUCT), WHETHER WRITTEN OR ORAL, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT AND WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE. Some states do not allow disclaimers of implied warranties or limitations on how long an implied warranty lasts, so the above disclaimer may not apply to you, and you may also have other rights which vary from state to state.

IN NO EVENT SHALL WE BE LIABLE FOR DAMAGES ARISING AS A RESULT OF ANY DELAY BY US UNDER THESE TERMS OF SALE. IN NO EVENT SHALL WE BE LIABLE, AS A RESULT OF SELLING A PRODUCT HEREUNDER OR UNDER THESE TERMS OF SALE, FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR OTHER SIMILAR DAMAGES REGARDLESS OF THE CAUSE OF ACTION AND REGARDLESS OF WHETHER WE KNEW OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY UNDER OR RELATING TO THESE TERMS OF SALE WILL BE NO MORE THAN THE AMOUNT YOU PAID FOR THE PRODUCT THAT IS THE SUBJECT OF A CLAIM. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you, and you may also have other rights which vary from state to state.

7. **INDEMNIFICATION.** TO THE EXTENT OF LAW, YOU AGREE TO INDEMNIFY MENTORING MINDS, LP AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, DISTRIBUTORS, PARTNERS AND AFFILIATES FROM AND AGAINST ANY AND ALL THIRD-PARTY CLAIMS, DEMANDS, LIABILITIES, COSTS, OR EXPENSES, INCLUDING REASONABLE ATTORNEY FEES, THAT ARISE FROM YOUR MISUSE OF THE PRODUCTS, INCLUDING BUT NOT LIMITED TO YOUR VIOLATION OF THESE TERMS OF SALE.

8. **Governing Law; FORUM.** These Terms of Sale shall be governed by, and construed and enforced in accordance with the laws of the State of Texas, without giving effect to any principles of conflicts of laws. The parties to these Terms of Sale expressly reject the application of the United Nations Convention on Contracts for the International Sale of Goods to these Terms of Sale. YOU EXPRESSLY AGREE THAT THE EXCLUSIVE JURISDICTION FOR ANY CLAIM OR ACTION ARISING OUT OF OR RELATING TO THESE TERMS OF SALE SHALL BE FILED ONLY IN THE STATE OR FEDERAL COURTS LOCATED IN SMITH COUNTY IN THE STATE OF TEXAS, AND YOU FURTHER AGREE AND SUBMIT TO THE EXERCISE OF PERSONAL JURISDICTION OF SUCH COURTS FOR THE PURPOSE OF LITIGATING ANY SUCH CLAIM OR ACTION. YOU WAIVE ALL DEFENSES OF LACK OF PERSONAL JURISDICTION AND FORUM NON CONVENIENS. Process may be served on you in the manner authorized by applicable law or court rule.

9. **Miscellaneous.** These Terms of Sale, including the Children's Privacy Notice, the Terms of Use and the Privacy Policy which are incorporated herein, constitute the entire agreement between you and us concerning the subject matter hereof and supersede all prior or contemporaneous agreements, negotiations, representations, and correspondence concerning the same subject matter. Any counteroffer or proposed material addition to or supplement of or material variation to the terms of this agreement, including, without limitation, in the boilerplate of purchase orders, is hereby expressly objected to or rejected. If any provision of these Terms of Sale is held by a court or other tribunal of competent jurisdiction, to be invalid, void, or unenforceable, such provision will be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms of Sale, so that these Terms of Sale will remain in full force and effect. The failure of either you or us to require performance by the other party of any provision of these Terms of Sale will not affect the right to require performance at any time in the future; nor will the waiver by either party of a breach of any provision be taken or held to be a waiver of the provision itself. We will not be liable for any delays in performance or delivery due, in whole or in part, directly or indirectly, to an event of force majeure, including acts of God, war, riot, fire, labor trouble, unavailability of materials or components, explosion, accident, compliance with governmental requests, laws, regulations, orders or actions, or any other circumstance beyond our reasonable control. If a copy of these Terms of Sale is translated into another language, the official and binding version shall be the English language version, which shall prevail in all instances.