

**Contract Committee Review Request**  
**MUST BE COMPLETED IN FULL**

Date: 10/11/2023

Contract/Agreement Vendor:   
Name of Vendor & Contact Person  
  
Vendor Email Address  
  
Describe Contract (Technology, program, consultant-prof Development, etc.)  
*Please use Summary below to fully explain the contract purchase , any titles, and details for the Board of Education to review.*  
  
Reason/Audience to benefit  
   
BOE Date Amount of agreement

Person Submitting Contract/Agreement for Review:

**PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK**

Principal &/or Director or Administrator:

Does this Contract/Agreement utilize technology? YES/NO  YES  NO  
 If yes, Technology Admin:

Cabinet Team Member:

Funding Source:    
Fund/Project OCAS Coding

**Consent**

**Action**

1 year premium classroom account for up to 30 students per class.

**Summary** This area must be complete with full explanation of contract

*The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:00a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Janet Brown. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.*

Synergy 1 Group, Inc.  
PO Box 2152  
Ponte Vedra, FL 32004  
904 473 7344  
admin@vocabclass.com

## Quote



QUOTE	DATE
#2534	Sep 28, 2023

PACKAGE	DESCRIPTION	QTY	RATE	AMOUNT
#30 Students	1-year premium classroom account for up to 30 students	3	\$139.99	\$419.97
<b>TOTAL</b>				<b>\$419.97</b>

**Requested by:**

Dana Lord  
dlord@baschools.org  
Teacher  
School/District: Broken Arrow

## Terms of Service Agreement

[HOME \(INDEX.HTML\)](#) / [TERMS OF SERVICE AGREEMENT](#)

# TERMS OF Service

Effective date: August 24, 2021

## Acceptance

Welcome to Synergy 1 Group, Inc's website. These Terms of Service govern your use of online and/or mobile services, websites, and software provided on or in connection with [www.SpellingClassroom.com](#), [www.vocabclass.com](#), [www.vocabclass.com](#), [www.GradeSpelling.com](#) and any successor websites of the foregoing, any Synergy 1 Group, Inc. software, downloaded from the websites or obtained elsewhere, and all of the services made available on the websites (the "Programs"). By using the Programs, or by clicking a button or checking a box marked "I Agree" (or something similar) you acknowledge that you have read, understood, and agreed to be bound by these Terms of Service and any modifications that may be made to these Terms of Service from time to time. In addition, to the extent our Programs require you to set up an account with a password, if you are designated as the teacher, parent or legal guardian in the account, or are otherwise the person who first registers for the Programs, you agree to be responsible for ensuring that all users on your account comply with these Terms of Service and any modifications that may be made to the Terms of Service from time to time. If you do not agree to these Terms of Service, you should not use the Programs. These Terms of Service constitute a binding legal agreement between you and Synergy 1 Group, Inc. ("Synergy 1," "we," "us," and "our"). If you are using the Programs, on behalf of any entity, you represent and warrant that you are authorized to accept these Terms of Service on such entity's behalf, and that such entity agrees to indemnify you and Synergy 1 for violations of these Terms of Service. Please read these Terms of Service carefully before accessing or using the Programs.

## The Programs

The Programs help its users to learn and practice various subjects including spelling, vocabulary, and reading comprehension. Unless explicitly stated otherwise, any new or improved features to the Programs shall be provided subject to this Agreement. You understand and agree that the Programs are provided "as-is" and that Synergy 1 assumes no responsibility for any mistakes, errors, or omissions, including any unavailability of the Programs or deletion or loss of any data relating to the Programs.

Synergy 1 grants you a personal, non-transferable and non-exclusive right and license to use the Programs. You agree that you will not copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Programs. You agree not to modify the Programs in any manner or form, or to use modified versions of the Programs, including (without limitation) for obtaining unauthorized access to the Programs. You agree not to access the Programs by any means other than through the interface that is provided by Synergy 1 for use in accessing the Programs.

## Eligibility and Authority

Synergy 1 does not sell the Programs to children, but only to adults who can purchase the Programs with a credit card or other permitted payment method. If you are under eighteen (18) years of age, you may use the Programs only with the involvement and consent of a parent, legal guardian, or at the direction of your School. Your School may impose additional policies regarding the use of the Programs, with which you must comply.

If you open a Synergy 1 account to provide the Programs to students in a School, you represent and warrant that you are an authorized representative of the School with the authority to bind the School to this Agreement, and that you agree to this Agreement on the School's behalf. If you contact Synergy 1 to take any action with respect to an account, you represent and warrant that you have all necessary authority to request such action(s) from or on behalf of the account-holder (e.g., a School or Parent).

The U.S. Children's Online Privacy and Protection Act ("COPPA") requires that online service providers obtain verifiable parental consent before collecting personal information from children under 13. If you are a School providing the Programs to children under 13, you represent and warrant that you have the authority to provide consent on behalf of parents for Synergy 1 to collect information from students under 13 before allowing such students to access our Service. We recommend that all Schools provide appropriate disclosures to students and parents regarding their use of service providers such as Synergy 1.

## User Obligations

In consideration of your use of the Programs, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Program's registration form (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or

Synergy 1 has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Synergy 1 has the right to suspend or terminate your account and refuse all current or future use of the Programs (or any portion thereof).

## Student Accounts

**Laws:** We comply with the Children's Online Privacy Protection Act of 1998, or "COPPA" by obtaining authorization from parents, school or district for students use of the Programs. In the U.S., Synergy 1 may collect and process student data as a School Official with a legitimate educational interest pursuant to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232(g). Individually and collectively, we and our School Users agree to uphold our obligations under FERPA, COPPA, the Protection of Pupil Rights Amendment ("PPRA"), applicable State laws relating to student data privacy, and with all other laws and regulations governing the protection of student data.

**Using Student Data:** By submitting, providing us access to, or causing us to receive Student Data, you agree that Synergy 1 may use the Student Data for the purposes of (i) providing the Service, (ii) improving and developing our Service, (iii) enforcing our rights under these Terms, and (iv) as permitted with the School's or the User's consent.

**Using De-Identified Student Data:** You agree that both before and after the term of the Agreement, Synergy 1 may collect, analyze, use, and retain data derived from Student Data as well as data about users' access and use of the Programs, for the purpose of operating, analyzing, improving or marketing the Programs, developing new products or services, conducting research or other purposes, provided that Synergy 1 may not share or publicly disclose information that is derived from Student Data unless such data is de-identified and/or anonymized such that it cannot reasonably identify a specific individual.

**Use of Personal Information for Marketing:** You agree that Synergy 1 may provide customized content, advertising, and commercial messaging to parent, school, teacher, or district administrative users and other non-student users from time to time, provided that such advertisements shall not be based on Student Data. For emphasis, and without limitation, Synergy 1 shall never use Student Data to engage in targeted advertising.

**Disclosure of Student Data and Third-Party Service Providers:** You acknowledge and agree that Synergy 1 may provide access to Student Data to our employees and service providers which have a legitimate need to access such information to provide their services to us. We and our employees, affiliates, service providers, or agents involved in the handling, transmittal, and processing of Student Data will be required to maintain the confidentiality of such data. Synergy 1 shall not share Student Data with third parties other than as described in this Agreement and in the Synergy 1 Privacy Policy, or with consent of the School or parent.

**Student Data Access and Deletion Requests:** You may request that we delete Student Data in our possession at any time by providing such a request in writing, and we shall comply with such request within thirty (30) days, except that Synergy 1 shall not be required to delete Student Data that has been moved to a

personal family account on the Service or as otherwise prohibited by law. A parent or student over the age of 18 seeking to access, modify, correct, or delete personal information in a student account that is connected to a School account will be instructed to contact the School to discuss data deletion or modification. Synergy 1 is not required to delete data that has been derived from Student Data if such data is de-identified and/or anonymized such that it cannot reasonably identify a specific individual.

## **Responsibility of Contributors**

If you create word lists, book quizzes, post material to the Programs, post links on the Programs, or otherwise make material available by means of the Programs (referred to collectively as "Content") you are entirely responsible for the composition of, and any harm resulting from, that Content. That is the case, regardless of whether the Content in question constitutes text, graphics, audio files, computer software or any other format in which the Programs store data.

## **Prohibited Content**

You may post only educational and study-related Content to the Programs. Synergy 1 reserves the right to investigate and take appropriate legal action against anyone who, in Synergy 1's sole discretion, violates this provision, including without limitation, removing the offending Content from the Programs, terminating the accounts of such violators, or seeking other legal remedies.

## **Content Representations and Warranties**

By making Content available, you represent and warrant that:

1. the posting, copying and use of the Content will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party;
2. if your employer has rights to intellectual property you create, you have either (i) received permission from your employer to post or make available the Content, including but not limited to any software, or (ii) secured from your employer a waiver as to all rights in or to the Content;
3. you have fully complied with any third-party licenses relating to the Content, and have done all things necessary to successfully pass through to end users any required terms;
4. the Content does not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive material;
5. the Content is not spam, and does not contain unethical or unwanted commercial material designed to drive traffic to third party sites, to boost the search engine rankings of third party sites, to enable unlawful acts (such as phishing) or to mislead recipients as to the source of the material (such as spoofing);
6. the Content is not obscene or libelous, and does not violate the privacy or publicity rights of any third party; and
7. you have, in the case of Content that includes computer code, accurately categorized and/or described the type, nature, uses and effects of the materials, whether requested to do so by Synergy 1 or otherwise.

# **Content License to Synergy 1**

By submitting Content or any other material to Synergy 1 for inclusion in the Programs or for any other purpose, for example posting a book quiz, answering a survey or sending Synergy 1 an email, you grant Synergy 1 a world-wide, perpetual, royalty-free license (with right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display, and distribute such Content or material in any and all media or distribution methods (existing or subsequently developed). Additional uses by Synergy 1 or other companies or individuals who partner with Synergy 1 may be made with no compensation paid to you with respect to the Content or material that you submit, post, or otherwise make available to Synergy 1 or through the Programs.

## **Copyright Complaints**

It is the policy of Synergy 1 to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 ("DMCA").

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Programs, please notify Synergy 1's copyright agent as set forth in the DMCA. For your complaint to be valid under the DMCA, you must provide the following information in writing:

1. An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
2. Identification of the copyrighted work that you claim has been infringed;
3. Identification of the material that is claimed to be infringing and where it is located in the Programs;
4. Information reasonably sufficient to permit Synergy 1 to contact you, such as your address, telephone number, and, e-mail address;
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and
6. A statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

The above information must be submitted to the following DMCA Agent:

Synergy 1 Group, Inc.

DMCA  
PO Box 2152  
Ponte Vedra, FL 32004

E-mail: [admin@spellingclassroom.com](mailto:admin@spellingclassroom.com)

**UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES.**

Please note that this procedure is exclusively for notifying Synergy 1 and its affiliates that your copyrighted material has been infringed. The preceding requirements are intended to comply with Synergy 1's rights and obligations under the DMCA, including 17 U.S.C. §512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable laws.

In accordance with the DMCA and other applicable law, Synergy 1 has adopted a policy of terminating, in appropriate circumstances, Users who are deemed to be repeat infringers. Synergy 1 may also at its sole discretion limit access to the Programs and/or terminate the accounts of any Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

## **Limitation of Warranties**

EXCEPT AS OTHERWISE EXPRESSLY STATED, ALL CONTENT POSTED TO OR AVAILABLE FROM THE PROGRAMS IS PROVIDED "AS IS", AND SYNERGY 1, ITS SUPPLIERS AND ITS LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF PROPRIETARY RIGHTS. YOU UNDERSTAND AND AGREE THAT YOU DOWNLOAD FROM, OR OTHERWISE OBTAIN CONTENT OR SERVICES THROUGH, THE PROGRAMS AT YOUR OWN DISCRETION AND RISK, AND THAT SYNERGY 1, ITS SUPPLIERS AND ITS LICENSORS WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR DATA THAT RESULTS FROM THE DOWNLOADING OF SUCH CONTENT OR THE USE OF THE PROGRAMS. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE MAY NOT APPLY TO YOU.

## **Limitation of Liability**

EXCEPT AS OTHERWISE EXPRESSLY STATED, IN NO CIRCUMSTANCE WILL SYNERGY 1, ITS SUPPLIERS OR ITS LICENSORS BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, REGARDLESS OF THE BASIS OR NATURE OF THE CLAIM, RESULTING FROM ANY USE OF THE PROGRAMS, OR THE CONTENTS THEREOF OR OF ANY HYPERLINKED WEBSITE INCLUDING WITHOUT LIMITATION ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR OTHERWISE, EVEN IF SYNERGY 1, ITS SUPPLIERS OR ITS LICENSORS WERE EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE AGGREGATE LIABILITY FOR ANY AND ALL OF YOUR CLAIMS AGAINST SYNERGY 1, ITS SUPPLIERS AND ITS LICENSORS ARISING FROM, OR RELATED TO, USE OF THE SERVICE, OR THE CONTENTS THEREOF, OR OF ANY HYPERLINKED WEBSITE, EXCEED THE AMOUNTS ACTUALLY PAID BY YOU TO SYNERGY 1 DURING THE 12-MONTH PERIOD PRIOR TO THE DATE A CLAIM IS MADE. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF



LIABILITY FOR CERTAIN INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THE PARTIES AGREE THAT THIS SECTION, SECTION 10, REPRESENTS A REASONABLE ALLOCATION OF RISK.

## **Binding Arbitration**

In the case of any dispute between you and Synergy 1 arising out of or connected to these Terms of Service or your use of the Programs, the following rules will apply.

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS TERMS OF SERVICE AGREEMENT CONTAINS A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

For any dispute with Synergy 1, you agree to first contact us at [admin@spellingclassroom.com](mailto:admin@spellingclassroom.com) (<mailto:admin@spellingclassroom.com>) and attempt to resolve the dispute with us informally. In the unlikely event that Synergy 1 has not been able to resolve a dispute it has with you after sixty (60) days, we each agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relating to this agreement, or the breach or alleged breach thereof (collectively, "Claims"), by binding arbitration conducted by the American Arbitration Association ("AAA") and in accordance with their Commercial Arbitration Rules. Your responsibility to pay any filing, administrative, or arbitrator fees will be solely as set forth in the AAA rules. To the extent permitted under AAA rules, the arbitrator may award costs, fees, and expenses, including reasonable attorney's fees, to the prevailing party. A decision reached by arbitration will be final and binding and may be entered as a judgment by any court having jurisdiction. You understand that there is no judge or jury in arbitration, and that other procedural rights such as discovery and appeal are not available in arbitration.

## **Class Action/Jury Trial Waiver**

WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE SERVICE FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND SYNERGY 1 ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

## **Governing Law**

**Synergy 1** is located in Florida, with our headquarters in Jacksonville. Except to the extent any applicable law provides otherwise, these Terms of Service and any access to or use of the Programs will be governed by the laws of the state of Florida, U.S.A., excluding its conflict of law provisions, regardless of where you are located in the world.

## **Venue**

Any dispute subject to Binding Arbitration will take place in Jacksonville, Florida. For any other judicial action that may arise between you and Synergy 1, or for which our Binding Arbitration clause is found not to apply, both you and Synergy 1 agree to submit to the venue and personal jurisdiction of the state and federal courts located in Jacksonville, Florida.

## **Indemnification**

To the extent permitted by applicable law, you agree to indemnify and hold Synergy 1, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of (i) content you submit, post, transmit or make available through the Programs, including without limitation, User Content, (ii) your use or misuse of the Programs, (iii) your connection to the Programs, (iv) your violation of the Terms of Service Agreement, (v) your violation of any applicable law or the rights of another person or entity, (vi) your willful misconduct, or (vii) any other party's access and use of the Programs with your unique username, password, or other appropriate security code. Synergy 1 reserves the right, at our own expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims.

## **Severability**

If any part of these Terms of Service is held invalid or unenforceable, that part will be construed to reflect the drafter's original intent, and the remaining portions will remain in full force and effect.

## **Non-waiver of Rights**

A waiver by either party of any term or condition of these Terms of Service or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof.

## **Assignment**

You may assign your rights under these Terms of Service to any party that consents to, and agrees to be bound by, its terms. Synergy 1 may assign its rights under these Terms of Service without condition. These Terms of Service will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

## **Cancellation & Refund Policy**

1. If you are not satisfied with your subscription, please let us know! Our policy may include a refund with a processing fee – but some restrictions apply, so please review the terms below. Our policy is independent of any statutory rights that you may have under the law.
2. Please note that your cancellation and refund eligibility may differ when purchased from or billed through a third party (e.g. service provider, reseller, retailer, vendor, etc.). Review your offer terms for more information.

## Refunds: Yearly Memberships

Annual VocabClass Subscriptions (pre-paid one-year term or more) are eligible for our 14-day Money Back Guarantee if the purchaser requests a refund within 14-days of the date of purchase. However, each refunded subscription is subject to a \$7 processing fee.

## Survival of Terms

These Terms continue to apply, even after you close your account or cease using the Programs.

Last Updated: June 16, 2019



Copyright© 2021

### Training

[Training](#)

([training.html](#))

[Contact Us](#)

([contact-us.html](#))

### Get Social

[f Facebook](#)

(<https://www.facebook.com/VocabClass>)

[Twitter](#)

(<https://twitter.com/SpellingClassroom>)

### Legal

[Privacy Policy](#)

([privacy-policy.html](#))

[Terms and](#)

[Conditions \(terms-](#)

[of-service-](#)

[agreement.html\)](#)

Copyright 2021 based

on Admin LTE

Contact us: [admin@vocabclass.com](mailto:admin@vocabclass.com) (<mailto:admin@vocabclass.com>)

Phone ([888](tel:8884483363)) [448-3363](tel:8884483363) (tel:[8884483363](tel:8884483363)) Or [VIP Training \(training.html\)](#)