

QUOTE

Valid until Jul 30, 2023

2 Year Subscriptions Starting 2023-07-30

\$2,990.00

Garbanzo LLC

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United States
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hola@garbanzo.io

QUOTE NUMBER QT-7EAA8501-0001-2
ISSUE DATE Jan 11, 2023
EXPIRATION DATE Jul 30, 2023

QUOTE FOR

Warren County School District
turnerjr@wcsdpa.org

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
Premium Seat	5	\$598.00	\$2,990.00
Subtotal			\$2,990.00
Total			\$2,990.00

Terms and Conditions of Service

1. Acceptance of Terms of Use

Garbanzo's website, <https://garbanzo.io> (the "**Website**") and related services (together with the Website, the "**Service**"), are operated by The Comprehensible Classroom, LLC ("**Garbanzo**," "**we**," or "**us**"). These terms of use are entered into by and between you and us. The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, "**Terms and Conditions**"), govern your access to and use of the Service whether as a guest or a registered user.

Please read the Terms and Conditions carefully before you start to use the Website. By using the Service or by clicking to accept or agree to the Terms and Conditions when this option is made available to you, you accept and agree to be bound and abide by these Terms and Conditions and our Privacy Policy, found at <https://garbanzo.io/privacy-policy>, incorporated herein by reference. If you do not want to agree to these Terms and Conditions or the Privacy Policy, you must not access or use the Service.

The Service is offered and available to users who reside in the United States or any of its territories or possessions. Only adults over the age of 18 years may make purchases on the Website. Children under age 13 will be prompted to provide the email address of a parent or guardian to agree to their participation. By using this Service, you represent and warrant that the age you have provided is accurate and

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any disputes for which the parties have actual notice on or before the date the change is posted on the Website.

Your continued use of the Service following the posting of revised Terms and Conditions means that you accept and agree to the changes. You are expected to check this page frequently so you are aware of any changes, as they are binding on you.

ACKNOWLEDGMENT OF ARBITRATION

You acknowledge that you understand that this agreement with Garbanzo contains an agreement to arbitrate. After clicking the box to indicate agreement with these Terms and Conditions, you understand that you will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, you agree to submit any such dispute to an impartial arbitrator. For additional information, please refer to the section entitled, "Governing Law and Arbitration; No Class Action," below.

2. Description of Website and Service

The Service allows teachers to purchase a subscription to access software suitable for early language users. Users of all ages, subject to legal requirements described in our Privacy Policy, may use the site. Garbanzo may, in its sole discretion and at any time, update, change, suspend, make improvements to or discontinue any aspect of the Service, temporarily or permanently.

3. Registration; Submission of Content

(a) Registration

In connection with registering for and using the Service, you agree to: (i) provide accurate, current and complete information about you and/or your organization as requested by Garbanzo; (ii) maintain the confidentiality of your

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purpose of troubleshooting bugs. Garbanzo administrators will not make any account changes.

(b) Your Representations and Warranties

You represent and warrant to Garbanzo that your access and use of the Service will be in accordance with these Terms and Conditions and with all applicable laws, rules and regulations of the United States and any other relevant jurisdiction, including those regarding online conduct or acceptable content, and those regarding the transmission of data or information exported from the United States and/or the jurisdiction in which you reside. You further represent and warrant that you have created or own any material you submit via the Service (including translations, Course Activity Materials, and Content) and that you have the right, as applicable, to grant us a license to use that material as set forth above or the right to assign that material to us as set forth below. You further represent and warrant that you will carefully safeguard your password, user name, and account information, will not share your password or user name with any third party, and will not allow any third party to access your account for any purpose.

You represent and warrant that (i) you are accessing this Website from the United States, (ii) you are not organized under the laws of, operating from, or otherwise ordinarily resident in a country or territory that is the target or comprehensive U.S. economic or trade sanctions (i.e., an embargo) or (iii) identified on a list of prohibited or restricted persons, such as the U.S. Treasury Department's List of Specially Designated Nationals and Blocked Persons, or (iv) otherwise the target of U.S. sanctions.

You agree you will not:

- Use the Service for the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- Use the Service to transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or

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4. Inappropriate Use

You will not upload, display or otherwise provide on or through the Service any content that: (i) is libelous, defamatory, abusive, threatening, harassing, hateful, offensive or otherwise violates any law or infringes upon the right of any third party (including copyright, trademark, privacy, publicity or other personal or proprietary rights); or (ii) in Garbanzo's sole judgment, is objectionable or which restricts or inhibits any other person from using the Service or which may expose Garbanzo or its users to any harm or liability of any kind. You will not use the Service to collect information about our language instruction process or to develop strategy, guides or other language instruction material or a similar service.

5. Indemnification of Garbanzo

You agree to defend, indemnify and hold harmless Garbanzo and its affiliates, directors, officers, employees, contractors, agents, suppliers, licensors, successors and assigns, from and against any and all losses, claims, causes of action, obligations, liabilities and damages whatsoever, including attorneys' fees, arising out of or relating to your access or use of the Service, any false representation made to us (as part of these Terms and Conditions or otherwise), your breach of any of these Terms and Conditions, or any claim that any translation we provide to you is inaccurate, inappropriate or defective in any way whatsoever.

6. Purchases

If you purchase an auto-renewing periodic subscription through the Service, your Garbanzo account will be billed continuously for the subscription until you terminate it as set forth below. After your initial subscription period, and again after any subsequent subscription period, your subscription will automatically renew for an additional equivalent period. If you do not wish your subscription to renew automatically, or if you want to change or terminate your subscription, you will need to log in to your Garbanzo account and follow instructions to terminate or change your subscription, even if you have deleted your account.

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and in your order confirmation email. We strive to display accurate price information, however we may, on occasion, make inadvertent typographical errors, inaccuracies or omissions related to pricing and availability. We reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences.

Terms of payment are within our sole discretion and payment must be received by us before our acceptance of an order. You agree to pay all fees and applicable taxes incurred by you or anyone using a Garbanzo account registered to you. Garbanzo may revise the pricing for the goods and services offered through the Service at any time. All information that you provide in connection with a purchase or transaction or other monetary transaction interaction with the Service must be accurate, complete, and current and you represent and warrant that charges incurred by you will be honored by your credit card company. We accept Visa, MasterCard, American Express for all purchases, and personal checks for purchases for which you have completed a purchase order. You agree to pay all charges incurred by users of your credit card, debit card, or other payment method used in connection with a purchase or transaction or other monetary transaction interaction with the Service at the prices in effect when such charges are incurred. You will pay any applicable taxes, if any, relating to any such purchases, transactions or other monetary transaction interactions.

7. Payment Processors

All financial transactions made in connection with the Service will be processed by a third party in accordance with their respective terms of use, privacy policy, and/or any applicable payment terms and conditions. We encourage you to learn about the practices of such third party. In no event will Garbanzo be responsible for the actions or inactions of any third party payment processor, including, but not limited to, system downtime or payment service outages.

8. Refund Policy

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9. Third-Party Links, Sites, and Services

For teachers using the Service, the Service may contain links to third-party websites that are not owned or controlled by Garbanzo. We do not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access any third party website, service, or content from Garbanzo, you understand that these Terms and Conditions and our Privacy Policy do not apply to your use of such sites. You expressly acknowledge and agree that Garbanzo shall not be responsible or liable, directly or indirectly, for any damage or loss arising from your use of any third-party website, service, or content.

The Service will not contain links to third party websites for students using the website.

10. NO REPRESENTATIONS OR WARRANTIES BY GARBANZO

THE SERVICE, INCLUDING ALL IMAGES, AUDIO FILES AND OTHER CONTENT THEREIN, AND ANY OTHER INFORMATION, PROPERTY AND RIGHTS GRANTED OR PROVIDED TO YOU BY GARBANZO ARE PROVIDED TO YOU ON AN "AS IS" BASIS. GARBANZO AND ITS SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICE, EITHER EXPRESS OR IMPLIED, AND ALL SUCH REPRESENTATIONS AND WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, ARE EXPRESSLY DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GARBANZO DOES NOT MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND RELATING TO ACCURACY, SERVICE AVAILABILITY, COMPLETENESS, INFORMATIONAL CONTENT, ERROR-FREE OPERATION, RESULTS TO BE OBTAINED FROM USE, OR NON-INFRINGEMENT. ACCESS AND USE OF THE SERVICE MAY BE UNAVAILABLE DURING PERIODS OF PEAK DEMAND, SYSTEM UPGRADES, MALFUNCTIONS OR SCHEDULED OR UNSCHEDULED MAINTENANCE OR FOR OTHER REASONS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE

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IN NO EVENT WILL GARBANZO BE LIABLE TO YOU OR ANY THIRD PARTY CLAIMING THROUGH YOU (WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHER THEORY) FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THE ACCESS OR USE OF, OR THE INABILITY TO ACCESS OR USE, THE SERVICE OR ANY PORTION THEREOF, INCLUDING BUT NOT LIMITED TO THE LOSS OF USE OF THE SERVICE, INACCURATE RESULTS, LOSS OF PROFITS, BUSINESS INTERRUPTION, OR DAMAGES STEMMING FROM LOSS OR CORRUPTION OF DATA OR DATA BEING RENDERED INACCURATE, THE COST OF RECOVERING ANY DATA, THE COST OF SUBSTITUTE SERVICES OR CLAIMS BY THIRD PARTIES FOR ANY DAMAGE TO COMPUTERS, SOFTWARE, MODEMS, TELEPHONES OR OTHER PROPERTY, EVEN IF GARBANZO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. GARBANZO'S LIABILITY TO YOU OR ANY THIRD PARTY CLAIMING THROUGH YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, IS LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO GARBANZO FOR THE SERVICE IN THE 12 MONTHS PRIOR TO THE INITIAL ACTION GIVING RISE TO LIABILITY. THIS IS AN AGGREGATE LIMIT. THE EXISTENCE OF MORE THAN ONE CLAIM HEREUNDER WILL NOT INCREASE THIS LIMIT. THE LIMITATION OF LIABILITY SET OUT HEREIN DOES NOT APPLY TO LIABILITY RESULTING FROM OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

12. Termination

Garbanzo may withdraw or amend the Website or terminate your access and use of the Service immediately at any time, for any reason, and at such time you will have no further right to use the Service. You may terminate your Garbanzo account at any time by following the instructions available through the Service. The provisions of these Terms and Conditions relating to the protection and enforcement of Garbanzo's proprietary rights, your representations and warranties, disclaimer of representations and warranties, release and indemnities, limitations of liability and types of damages, ownership of data and information, governing law and venue, and miscellaneous provisions shall survive any such termination.

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14. Privacy

Use of the Service is also governed by our Privacy Policy, a copy of which is located at <https://garbanzo.io/privacy-policy>. By using the Service, you consent to the terms of the Privacy Policy.

15. Notice for Claims of Copyright Violations and Agent for Notice

If you are a copyright owner and have a good faith belief that any material available through the Service infringes upon your copyrights, you may submit a copyright infringement notification to Garbanzo pursuant to the Digital Millennium Copyright Act by providing us with the following information in writing:

- an electronic or physical signature of the copyright owner or the person authorized to act on behalf of the owner of the copyright interest;

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- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.

Please consult your legal counsel for further details or see 17 U.S.C. §512(c)(3). Garbanzo's Agent for Notice of claims of copyright infringement can be reached as follows:

By mail: The Comprehensible Classroom, LLC
461 South Forty Road
Charlotte, VT, 05445

By email: legal@garbanzo.io

16. Geographic Restrictions

The owner of the Website is based in the State of Vermont in the United States. We provide this Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

17. Governing Law and Arbitration; No Class Action

These Terms and Conditions, its subject matter and Garbanzo's and your respective rights under these Terms and Conditions, as well as and any claim, cause of action or dispute ("**claim**") arising out of or related to these Terms and Conditions, shall be governed by and construed under the laws of the State of Vermont, United States of America, excluding the conflict of law provisions of that or any other jurisdiction, regardless of your country of origin or where you access the Service. ANY DISPUTE OR CLAIM RELATING IN ANY WAY TO THESE TERMS AND CONDITIONS OR THE SERVICE WILL BE RESOLVED BY BINDING ARBITRATION RATHER THAN IN COURT

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legal@garbanzo.io within 30 days of the day you first access or use the Service.

If you intend to seek arbitration you must first send written notice to Garbanzo's Administration Office of your intent to arbitrate ("**Notice**"). The Notice to Garbanzo should be sent by any of the following means: (i) electronic mail to legal@garbanzo.io; or (ii) sending the Notice by U.S. Postal Service certified mail to The Comprehensible Classroom, LLC, 461 South Forty Road, Charlotte, VT, 05445, Attention: Martina Bex. The Notice must (x) describe the nature and basis of the claim or dispute; (y) set forth the specific relief sought; and (z) set forth your name, address and contact information. If we intend to seek arbitration against you, we will send any notice of dispute to you at the contact information we have for you.

The arbitration will be conducted before a neutral single arbitrator in the County of Chittenden in the State of Vermont, whose decision will be final and binding, and the arbitral proceedings will be governed by the American Arbitration Association ("**AAA**") under its AAA Commercial Arbitration Rules, Consumer Due Process Protocol, and Supplementary Procedures for Resolution of Consumer Related Disputes, as modified by these Terms and Conditions. The AAA's rules are available at www.adr.org or by calling 1-800-778-7879. All issues are for the arbitrator to decide, including the scope of this arbitration clause, but the arbitrator is bound by the terms of these Terms and Conditions. If you initiate arbitration, your arbitration fees will be limited to the filing fee set forth in the AAA's Consumer Arbitration Rules. We will reimburse all other AAA filing, administration and arbitrator fees paid by you, unless the arbitrator determines that the arbitration was frivolous or brought for an improper purpose, in which case the payment of all such fees shall be governed by the AAA rules. The arbitration will be conducted in the English language. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. For any claim where the potential award is reasonably likely to be \$10,000 or less, either you or Garbanzo may elect to have the dispute resolved through non-appearance-based arbitration.

To the fullest extent permitted by applicable law, YOU AND GARBANZO EACH AGREE THAT ANY DISPUTE RESOLUTION PROCEEDING WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. If for any reason a claim proceeds in court rather than in

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purpose of litigating all such claims. Notwithstanding the above, you agree that Garbanzo shall still be allowed to apply for and obtain injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

18. Miscellaneous

These Terms and Conditions constitute the entire agreement between Garbanzo and you concerning the subject matter hereof. In the event that any of the Terms and Conditions are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that these Terms and Conditions shall otherwise remain in full force and effect. A waiver by Garbanzo or you of any provision of these Terms and Conditions or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. Garbanzo may assign its rights or obligations under these Terms and Conditions without condition. These Terms and Conditions will be binding upon and will inure to the benefit of Garbanzo and you, and Garbanzo's and your respective successors and permitted assigns.

Last revised on April 18, 2019



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