

# COUNTY COURT OF MADISON COUNTY

STACI B. O'NEAL  
County Judge  
P. O. Box 1626  
Canton, Mississippi 39046



Telephone: 601-855-5626  
601-352-2049  
Facsimile: 601-855-5706

June 7, 2024

Madison County Board of Supervisors

Re: Life Skills Reimagined Renewal

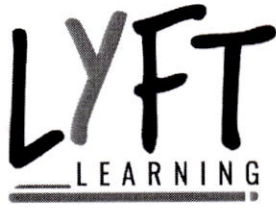
Dear Board Members:

Attached is an invoice from LYFT Learning which renews our contract for another year. This company has amazing software that we utilize in teaching Life Skills to our juvenile delinquents who are on probation. We have also used the software for our truancy cases and parents in protection cases. The software has 75 different modules that teach life skills ranging from personal finance and independent living to how to get and keep a job. Our counselors have found it very useful and we are asking the Board to renew this contract at an annual cost of \$1200.

Sincerely,

A handwritten signature in blue ink that reads "Staci O'Neal".

Staci B. O'Neal  
County Court Judge



**LYFT Learning**

Remit payment to:  
LYFT Learning  
c/o Stephanie Savely  
PO Box 40  
Rock Island, TN 38581  
(note new address and W9)

*Youth Ct.  
001-163-616  
Approved,  
Steph Savely  
6/6/24*

*Sent all*

# Invoice

# INV-000551

Balance Due  
**\$1,200.00**

Bill To  
**Madison County Youth Court MS**  
128 West North Street  
Canton, Mississippi 39046

Invoice Date : 24 May 2024  
Terms : Due on Receipt  
Due Date : 24 May 2024

#	Item & Description	Qty	Rate	Amount
1	Life Skills Reimagined Seat license annual subscription May 1, 2024-April 30, 2025	20.00	60.00	1,200.00
			Sub Total	1,200.00
			<b>Total</b>	<b>\$1,200.00</b>
			<b>Balance Due</b>	<b>\$1,200.00</b>

Notes

Thanks for your business.  
Our W9 and Terms of Service are attached.

Terms & Conditions

Payment of this invoices indicates agreement with the attached Terms of Service.

If your organization is not exempt from sales or use tax, it may be due in connection with the purchase of Life Skills Reimagined.

**By using the LYFTLearning.TalentLMS.com (AKA Life Skills Reimagined) platform ("Service"), you are agreeing to be bound by the following terms and conditions ("Terms of Service"). You understand that the Life Skills Reimagined online platform is provided to LYFT Learning as a Software as a Services (SaaS) from Epignosis the owner of TalentLMS.**

The Terms of Service under the name LYFT Learning, constitute the Agreement between LYFT Learning, LLC, ("We", "Supplier" or "LYFT Learning"), and "You" (the "Customer") ordering the "Services". LYFT Learning LLC is a U.S. based company, having its registered office at 1377 Franks Ferry Rd., Sparta, TN 38583. "Services" means Supplier's hosted internet accessible learning management solution service and related content, under the name Life Skills Reimagined®, made available to You on an annual subscription term basis. An Authorized User means any Customer employee, contractor, agent or any other individual authorized by Customer to access and use the Services, via Customer's purchased subscriptions, for the purpose specified herein. You are responsible for Authorized Users' compliance with this Agreement.

LYFT Learning reserves the right to update and change the Terms of Service from time to time without notice. Any new features that augment or enhance the current Service, including the release of new tools and resources, shall be subject to the Terms of Service. Continued use of the Service after any such changes shall constitute your consent to such changes. You can review the most current version of the Terms of Service at any time at [LifeSkillsReimagined.com](https://www.lifeskillsreimagined.com).

Violation of any of the terms below will result in the termination of your Account. Copyright or Intellectual Property violations could result in legal action. While LYFT Learning prohibits such conduct and Content on the Service, you understand and agree that LYFT Learning cannot be responsible for any content outside of LYFT Learning copyrighted materials. Content posted on the Service and you nonetheless may be exposed to such materials. You agree to use the Service at your own risk.

#### **Account Terms**



1. The Customer will be responsible for all seat and user management, course assignments and operational reporting associated with their subscription. If the Customer chooses to use “dummy” or “invalid” email addresses for users, it will also be responsible for any password resets associated with those users. The use of “dummy” email accounts must be identified during the platform implementation process.
2. **LYFT Learning strongly prefers the User email address to also be used as the username, to help ensure usernames are unique to each user.**
3. **Every person using the system requires a seat license. This includes administrators, facilitators, learners or any other person with a login.**
4. **Your login may only be used by one person - a single login shared by multiple people is not permitted. You may create separate logins for as many people as your subscription allows.**
5. **Every learner with whom the content is used requires a seat license. Unless specifically agreed upon in writing by LYFT Learning, the content cannot be used in a group setting unless all participants have an account in the LYFT Learning platform.**
6. You are responsible for maintaining the security of your account and password. LYFT Learning cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.
7. You are responsible for all Content posted and activity that occurs under your account (even when Content is posted by others who have accounts under your account).
8. You acknowledge that all Life Skills Reimagined content is the sole property of LYFT Learning, LLC, and cannot be used or reproduced outside of the scope of a valid subscription.
9. You may not use the Service for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

**Copyright, Content Ownership, Research Activities**

1. **LYFT Learning owns and retains all copyrights to Life Skills Reimagined content. You may not, in any way, alter Life Skills Reimagined content or design, including the removal of Life Skills Reimagined logos or brand marks; addition of Customer logos or brand marks; or “screenshotting”, capturing video or otherwise duplicating content for use outside of the materials provided by LYFT Learning.**
2. **PDF content and content included within the curriculum or under My Files may be printed and reproduced under the terms of an active subscription specifically for currently**



**named seat users. No content may not be shown, copied or otherwise used for individuals who are not at that time listed as Active Users in the Life Skills Reimagined database.**

3. **The Customer agrees that aggregate, de-identified user outcomes data, including assessments, completion status, scores, seat time and any other reportable metric may be used by LYFT Learning and partner organizations for research purposes to understand, report and potentially market the effectiveness of the LYFT Learning curriculum and/or platform. All outcomes data, published and unpublished, remains the intellectual property of LYFT Learning.**
4. We claim no intellectual property rights over the material or communication you provide to the Service. Your profile and materials uploaded, if applicable, remain yours.
5. LYFT Learning does not pre-screen customer added Content, if any, but LYFT Learning and its designee have the right (but not the obligation) in their sole discretion to refuse or remove any Content that is available via the Service.
6. Inappropriate content is considered the posting, uploading, sharing, submitting, or otherwise providing content that: a) Infringes LYFT Learning's or a third party's intellectual property or other rights, including any copyright, trademark, patent, trade secret, moral rights, privacy rights of publicity, or any other intellectual property right or proprietary or contractual right b) You don't have the right to submit c) Is deceptive, fraudulent, illegal, obscene, defamatory, libelous, threatening, harmful to minors, pornographic (including child pornography, which we will remove and report to law enforcement, including the National Center for Missing and Exploited Children), indecent, harassing, hateful; encourages illegal or tortious conduct or that is otherwise inappropriate. d) Attacks others based on their race, ethnicity, national origin, religion, sex, gender, sexual orientation, disability, or medical condition e) Contains viruses, bots, worms, scripting exploits, or other similar materials f) Is intended to be inflammatory g) Could otherwise cause damage to LYFT Learning or any third party
7. The look and feel of the Service is copyrighted. You may not duplicate, copy, or reuse any portion of the HTML/CSS, Javascript, or visual design elements or concepts without express written permission from TalentLMS.
8. The look and feel of the Content is copyrighted. You may not duplicate, copy, or reuse any portion of the modules, quizzes, assessments, PDFs, HTML/CSS, Javascript, or visual design elements or concepts without express written permission from LYFT Learning.
9. The Customer shall secure any and all necessary third-party licensing agreements with any third-party for any proprietary data needed as inputs for the LYFT Learning Software. LYFT Learning



may not be held responsible for, or liable to any party for, any fees necessary to secure any such licensing agreements. Upon LYFT Learning's reasonable request, the Customer shall identify, or cause to be identified, in writing, for delivery to LYFT Learning, or delivery by LYFT Learning to its designee, the party responsible for payment of any such fees.

**Payment, Refunds, Upgrading and Downgrading Terms**

1. For organizations purchasing only seat licenses, no contract is required. Payment of the invoice constitutes agreement with the Terms of Service.
2. Once the Customer communicates in writing the desired number of seats, their sales tax-exempt information (if applicable), and an appropriate mailing address, LYFT Learning will email the client contact an invoice. The Invoice must be paid in full within 30 days of the invoice date. Payment of the invoice constitutes agreement with the Terms of Service.
3. If the Customer desires to pay via credit card, LYFT Learning must be notified so that credit card payment can be enabled. There is a 3% convenience fee for the use of credit cards.
4. For organizations purchasing services in addition to seat licenses, a Subscription Agreement is required. An invoice will be sent to the Customer upon receipt of the signed contract. The Invoice must be paid in full within 30 days of the invoice date.
5. The Service is billed in advance on an annual basis, or other timeframe stipulated in the invoice and/or Subscription Agreement, if required, and is non-refundable. There will be no refunds or credits for partial months of service, upgrade/downgrade refunds, or refunds for months unused with an open account. In order to treat everyone equally, no exceptions will be made.
6. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties.
7. The Customer can add seats, in increments of 5, to their account at any time by sending a request to [support@lyftlearning.com](mailto:support@lyftlearning.com). The Customer will receive an invoice for the prorated amount for use between the upgrade date and the end of the current contract. The Invoice must be paid in full within 30 days of the invoice date. All seats will then renew at the original renewal date.
8. The Customer can decrease the number of seat licenses at annual subscription renewal. Decreasing your seat count or otherwise downgrading your Service may cause the loss of Content, features, or capacity of your Account, including learner records. LYFT Learning does not accept any liability for such loss.



### **Renewal, Cancellation and Termination**

1. Customers subscribing only to seat licenses will automatically be invoiced for one month prior to the end of their subscription year for the current level of seat licenses.
2. If a change in the number of seat licenses is desired, the Customers should reply to the invoice communication or by emailing [support@LYFTLearning.com](mailto:support@LYFTLearning.com). The invoice will be resent with the revised seat count and cost.
3. If discontinuation of the subscription is desired, Customers should reply to the invoice communication or by emailing [support@LYFTLearning.com](mailto:support@LYFTLearning.com). You will receive a cancellation confirmation. It is your responsibility to export and retain any learner data that you wish to keep prior to the end of your subscription.
4. If you cancel the Service before the end of your current subscription, your cancellation will take effect at the end of your current paid year and you will not be invoiced again.
5. LYFT Learning, in its sole discretion, has the right to suspend or terminate your account and refuse any and all current or future use of the Service at any time and without prior notice in case of (a) fraudulent, criminal, grossly negligent, willful, or otherwise intentional misconduct, or violation of any law or regulation, in connection with the performance of your obligations hereunder and/or (b) demonstrated usage negatively impacting the performance of the Service and/or (c) breach of the herein Service terms and conditions. Such termination of the Service will result in the deactivation or deletion of your Account or your access to your Account, and the forfeiture and relinquishment of all content in your Account or any other similar action deemed appropriate.

### **Modifications to the Service and Prices**

1. Prices of all Services, including but not limited to subscription plan fees to the Service, are subject to change upon 30 days' notice from us. Such notice may be provided at any time by posting the changes to the Service itself or via email to the Customer's site administrator at the email address in the platform.
2. LYFT Learning shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.
3. Life Skills Reimagined may add additional content and/or temporarily or permanently remove content from the system at any time.





### **Content and Personal Data**

1. You own all content (including Personal Data) inputted by You and Authorized Users for the purpose of using the Services ("Content") and You are solely responsible for the legality, reliability, integrity, accuracy and quality of the Content. LYFT Learning may suspend or terminate use of Services and this Agreement immediately upon receipt of any notice, which alleges that You and/or Authorized User has used Services for any purpose that violates any local, state, federal or law of other nations, including but not limited to the posting of information that may violate third party rights, that may defame a third party, that may be obscene or pornographic, that may harass or assault others, that may violate hacking or other criminal regulations, etc. You hereby acknowledge and agree that Our performance of this Agreement requires that We and Epignosis, the owner of Talent LMS, process, transmit and store Personal Data under your documented instructions and as further specified in the Epignosis Data Processing Addendum (DPA), which forms an integral part to this Agreement.
2. You hereby also acknowledge and agree that We process data related to Your employees or representatives that is collected and used by Us, as well as connection data created through the use and operation of the Services, in order to administer or manage Our delivery of Services, or Your account, for Our business purposes, following the technical and organizational security measures contained in Attachment 3 to the DPA. Such Data may include Personal Data and information about the contractual commitments between Us and You, whether collected at the time of the initial registration or thereafter in connection with the delivery, management or administration of Services, including billing and collecting of payments.
3. We shall process the aforementioned Personal Data for Our own business purposes for as long as it is necessary in relation to the purposes stated above, namely for the duration of Agreement and until collection of the payments, unless processing is necessary for compliance with a legal obligation by mandatory statutory law or for the establishment, exercise or defense of legal claims.
4. You hereby acknowledge and agree that We shall process Your name and email address to communicate with You for the presentation and promotion of the Services or of new services. You may at any time, free of charge, unsubscribe from such electronic communication, easily by clicking the button "unsubscribe" contained in the electronic communication.

### **General Conditions**



1. Your use of the Service is at your sole risk. The service is provided on an "as is" and "as available" basis.
2. You are responsible for user and seat management and organizational reporting of your users within the system. If you choose to use "dummy" or "invalid" email addresses for your users which make the automated password reset function unusable, you are responsible for manually managing all password resets.
3. For Customers with "seat-license only" subscriptions, technical support is available to site administrators solely via email to [support@lyftlearning.com](mailto:support@lyftlearning.com).
4. For Customers also purchasing support services, these services and related costs are outlined in the Subscription Agreement.
5. You understand that LYFT Learning uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service.
6. You must not modify, adapt or hack the Service or modify another website so as to falsely imply that it is associated with the Service.
7. You agree not to perform misrepresentation of yourself, or disguising the origin of any content (including by "spoofing", "phishing", manipulating headers or other identifiers, impersonating anyone else, or falsely implying any sponsorship or association with LYFT Learning or any third party).
8. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service or Content, use of the Service or Content, or access to the Service or Content without the express written permission by LYFT Learning.
9. You agree not to violate the privacy of others, including publishing or posting other people's private and confidential information without their express permission, or collecting or gathering other people's personal information (including account names or information) from LYFT Learning.
10. We may, but have no obligation to, remove Content and Accounts containing Content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.
11. We retain the right to contact you from time-to-time via email. You can remove yourself easily from the newsletter lists. You can also request to be removed from all communication emails by contacting our support from via our contact form at: <https://www.LYFT Learning.com/contact>.



12. Verbal, physical, written or other abuse (including threats of abuse or retribution) of any LYFT Learning customer, employee, partner, member, or officer will result in immediate account termination.
13. LYFT Learning won't allow: (a) Compromising the integrity of provided systems. This could include probing, scanning, or testing the vulnerability of any system or network that hosts our services. (b) Tampering with, reverse-engineering, or hacking our services, circumventing any security or authentication measures, or attempting to gain unauthorized access to the services, related systems, networks, or data. (c) Modifying, disabling, or compromising the integrity or performance of the services or related systems, network or data. (d) Deciphering any transmissions to or from the servers running the services. (e) Overwhelming or attempting to overwhelm our infrastructure by imposing an unreasonably large load on our systems that consume extraordinary resources (CPUs, memory, disk space, bandwidth, etc.).
14. You must not upload, post, host, or transmit unsolicited email, SMSs, or "spam" messages.
15. You must not transmit any worms or viruses or any code of a destructive nature.
16. You must not use meta-tags or any other "hidden text" including LYFT Learning's or our suppliers' product names or trademarks.
17. You must not access or search any part of LYFT Learning by any means other than our publicly supported interfaces.
18. LYFT Learning does not warrant that (i) the service will meet your specific requirements, (ii) the service will be uninterrupted, secure, or error-free, and (iii) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations.
19. You expressly understand and agree that LYFT Learning shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses resulting from: (i) the use or the inability to use the service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the service; (v) or any other matter relating to the service.
20. The failure of LYFT Learning to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and LYFT Learning and govern your use of the Service,



superseding any prior agreements between you and LYFT Learning (including, but not limited to, any prior versions of the Terms of Service).

21. LYFT Learning has the right to use customer name and/or logos for promotional purposes as long as the customer is an active client.
22. LYFT Learning (in its sole discretion) determines that a user has violated these Terms of Service.
23. Questions about the Terms of Service should be sent to: [support@LYFTLearning.com](mailto:support@LYFTLearning.com).

**Request for Taxpayer  
 Identification Number and Certification**

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

**1** Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)  
**Stephanie Savely**

**2** Business name/disregarded entity name, if different from above.  
**LYFT Learning, LLC**

**3a** Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor     C corporation     S corporation     Partnership     Trust/estate

LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) \_\_\_\_\_

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

Other (see instructions) \_\_\_\_\_

**3b** If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions \_\_\_\_\_

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the United States.)

**5** Address (number, street, and apt. or suite no.). See instructions.  
**PO Box 40**

**6** City, state, and ZIP code  
**Rock Island, TN 38581**

**7** List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Social security number**

				-						
--	--	--	--	---	--	--	--	--	--	--

OR

**Employer identification number**

8	1	-	4	1	9	7	9	3	1
---	---	---	---	---	---	---	---	---	---

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**    Signature of U.S. person *Stephanie Savely*    Date *5/1/24*

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they