



Terms and Conditions of Use

Welcome to iTALAM! Please carefully read these terms of use (the "Terms" or "Terms of Use"). The Terms constitute a binding agreement between you and iTALAM.org ("iTALAM", "we", "us"). By accessing or using www.italam.org (the "Services"), you signify your acceptance of these Terms. If you do not agree to these Terms of Use, you may not access the Services or use it in any manner.

All authorized users within your organization are expected to comply with these Terms.

About the Services

iTALAM is a new digital blended learning environment based on the successful TaL AM program, a Hebrew language and Jewish heritage curriculum. iTALAM is re-inventing the world of Hebrew language and Jewish heritage education by transforming the well-established and highly successful TaL AM print program into an engaging, interactive, personalized, and adaptive digital experience.

Some areas of the Services allow you to submit your contact details, in order to receive further information and updates regarding our Services.

Acceptable use of the Services

Subject to the restrictions defined in these Terms, iTALAM grants you a limited, non-exclusive, non-transferable, non-sub licensable, revocable license to use the Services, solely for your personal use. The following terms define the acceptable use of the Services and the content available therein. You agree to abide by all applicable laws. You further agree that you are solely responsible for all acts or omissions associated with your access and use of the Services and the access and use of the Services by anyone on your behalf.

By agreeing to the Terms, you represent and warrant to us that your registration and use of the Services are in compliance with any and all applicable laws and regulations.

While using the Services, you will refrain from –

- Breaching these Terms or any other applicable Services rules and instructions that we may provide;
- Interfering with, burdening or disrupting the functionality of the Services;
- Breaching the security of the Services or identifying any security vulnerabilities in it;
- Circumventing or manipulating the operation, or functionality of the Services, or attempting to enable features or functionalities that are otherwise disabled, inaccessible or undocumented in the Services;
- Using or launching any automated system, including without limitation robots, crawlers and similar applications to collect and compile content from the Services;
- Displaying the Services or any part thereof in an exposed or concealed frame, or linking to elements or portions of the Services, independently from the web pages on which they originally appear;
- Displaying content from the Services, including by any software, feature, gadget or communication protocol, which may alter the content or its design;
- Impersonating any person or entity, or making any false statement pertaining to your identity, employment, agency or affiliation with any person or entity;

- Collecting, harvesting, obtaining or processing personal information of or about other users of our Services; and
- Linking to the Services from web pages that contain pornographic content or content that is unlawful or encourages prohibited activity such as racism or wrongful discrimination.

You may not access or use the Services in order to develop or create similar or competitive products.

Third Party Distributors

iTaLAM Services may be made available to you through a third-party distributor such as the Apple iTunes App Store or Google Play (each an "**App Distributor**"). You acknowledge and agree that:

- These Terms are between you and ITaLAM only, not with the App Distributor and the App Distributor is not responsible for iTaLAM and its content.
- The App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the App.
- The App Distributor is not responsible for addressing any claims by you or any third party relating to ITaLAM or your possession and/or use of iTaLAM , including, but not limited to: (i) product liability claims; (ii) any claim that iTaLAM fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- The App Distributor is not responsible for the investigation, defense, settlement and discharge of any third-party claim that ITaLAM or your possession and use of iTaLAM infringes that third-party's intellectual property rights.
- The App Distributor, and its subsidiaries, are third party beneficiaries of these Terms, and upon your acceptance of the Terms, the App Distributor will have the right (and will be deemed to have accepted the right) to enforce the Terms against you as a third-party beneficiary of the Terms.

Data Collection, Ownership and Security

In connection with your use of iTaLAM, you will be asked to provide ITaLAM with data about your students. You represent and warrant that you have the right to provide iTaLAM with all of the data you input into iTaLAM. As your student's iTaLAM, data will be generated about your students' usage, performance and progress. Both the information you input and the data generated by your students' usage will be referred to in these TOU as "Customer Data". You shall own all right, title and interest in and to the Customer Data. However, you hereby grant iTaLAM a perpetual, worldwide, royalty-free license to use the Customer Data: (a) to host and make access to iTaLAM available to you; and (b) for internal research and analytic purposes, provided, however that iTaLAM will only use Customer Data for the purpose outlined in (b) above in aggregated, non-personally identifiable form. iTaLAM takes the protection of Customer Data, particularly personally-identifiable data, very seriously. iTaLAM will not reveal the names, identifiers, or individual assessment results to any third parties. For a full description of the security measures that iTaLAM takes, please review our privacy policy at: <http://talam-italam.org/wp-content/uploads/2018/12/iTaLAM-Privacy-Policy.pdf>. This privacy policy forms an integral part of these Terms.

If you are accessing the Services on behalf of a class, school or district, the following provisions also apply:

- You represent and warrant that you are solely responsible for complying with the Children's Online Privacy Protection Act of 1998 ("**COPPA**") requirement to secure parental consent for accessing applications which require personal information from children under 13.

- You must obtain verifiable parental consent (“**Consent**”) from all parents whose children will be accessing iTaLAM.org and provide a copy to us upon our request. For more information on COPPA, please see www.ftc.gov/privacy.
- When obtaining Consent, you must provide parents with a copy of our privacy policy.

Accounts and Registration

You promise to provide us with accurate, complete, and updated registration information about your school, teacher and students. Schools are solely responsible for maintaining the confidentiality of their teachers and student’s accounts and passwords. You agree to accept responsibility for all activities that occur under your account. You may not transfer your account to anyone else without our prior written permission.

If you have reason to believe that your account is no longer secure for any reason (for example, in the event of a loss, theft or unauthorized disclosure or use of your password), then you agree to immediately notify us at support@iTALAM.org If you violate these Terms, ITaLAM reserves the right to reclaim any username you have registered.

Links

The Services may contain links to content published on other websites provided by third parties. We do not operate or monitor these websites and content. You may find such websites, or the information and content posted there not compatible with your requirements or objectionable. By linking to a certain website, we do not endorse, or sponsor its content, or confirm its accuracy, credibility, authenticity, reliability, validity, integrity, or legality. We assume no responsibility or liability for such third-party websites or content, or their availability, or for any transactions or dealings made between you and such third-party websites.

Privacy

iTaLAM respects your privacy. The Services’ privacy policy is available here: <http://talam-italam.org/wp-content/uploads/2018/12/iTaLAM-Privacy-Policy.pdf>. It forms an integral part of these Terms.

Copyright and Intellectual Property

The intellectual property rights associated with the Services, including copyrights, trademarks, trade names, patents, trade secrets, work methods and processes, and any other right, are the sole property of ITaLAM, or its third-party licensors. These rights apply, among others, to information, articles, images, content, graphic design, data and its processing, domain name, the Services’ “look and feel”, computer code and any other detail concerning its operation.

Do not copy, duplicate, distribute, sell, make available, market and translate any information, including trademarks, images, pictures, texts and computer code from the Services, without our explicit prior and written consent.

Trademarks on the Services (whether registered or not) as well as the Services’ domain name – are the sole property of iTaLAM . It is forbidden to use them without iTaLAM 's prior written consent.

Notwithstanding the foregoing, ITALAM grants you permission to print or download materials from the download center or from the student’s personal portfolio. You may not engage in systematic retrieval of data or other Contents from the Services to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from ITaLAM. Nor may you mirror on your own mobile app or website the home page or results pages of the Services. Use of the Contents on the Services for any purpose not expressly permitted in these Terms of Use is prohibited. If you (or a legal entity you control) own and operate a website or engage in other Internet activity, such as electronic commerce, communication, publishing and transmission, and want to download, post, publish, or use Contents for any such website or Internet activity, you will need permission from ITaLAM, even though your website or Internet activity is free

of charge.

Anything you post, upload, share, store, or otherwise provide through the Services is your “User Submission”. You retain copyright and any other proprietary right you hold in the User Submission. For all User Submissions, you hereby grant ITALAM a worldwide, non-exclusive, transferable, assignable, fully paid-up, royalty-free right and license to host, transfer, perform, reproduce, and share your User Submissions with persons who will assist in providing the Services, in whole or in part, in any media formats and through any media channels (for example, making sure your content is viewable on your mobile device as well as your computer). This is a license only and your ownership in User Submissions is not affected.

By posting User Submissions, you affirm, represent and warrant that:

- You are the creator and owner of, or have the necessary licenses, rights, consents, and permissions to use and to authorize ITALAM and users of the Services to use and distribute your User Submissions as necessary to exercise the licenses granted by you herein and in the manner contemplated by ITALAM and these Terms; and
- Your User Submissions, and the use thereof as contemplated herein, does not and will not: (a) infringe, violate or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (b) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; (c) contain any viruses, adware, spyware, worms, or other malicious code; or (d) violate any applicable law or regulation.

We are under no obligation to edit or control User Submissions that you post and will not be in any way responsible or liable for User Submissions. We expressly disclaim any and all liability in connection with User Submissions.

Linking to the Site

Any party seeking to publish any link to our Services on another website should notify iTaLAM in advance. Any linking to the Services shall be at your own risk and expense and shall not be construed as an endorsement by or implication of any affiliation with iTaLAM unless iTaLAM authorizes such linking in advance. ITALAM reserves the right to object to or have removed any link that is determined by iTaLAM, in its sole judgment, to be inappropriate, inconsistent with iTaLAM’s or the Services’ image and reputation, or otherwise creates an undue burden on the Services or on iTaLAM.

Co-branding and Framing

You may not, nor may you authorize any other person to, (i) co-brand the Services or portion thereof (whereby you display a name, logo, trademark, or other means of identification of any party in such a manner that gives a user the impression that such other party has the right to display, publish, or distribute the Contents), or (ii) frame the Services or portion thereof (whereby the Services or portion thereof will appear on the same screen with a portion of another website or mobile app). iTaLAM’s consent must be obtained in before framing, co-branding, or other activity impacting the access to or the use of the Services. Failure to obtain such consent may result in an infringement claim or other legal action being brought. You agree to cooperate with ITALAM in causing any unauthorized framing, co-branding, or other activity impacting the access to or the use of our Services to immediately cease.

Changes and Availability

From time to time, we may change the Services’ structure, layout, design or display, as well as the scope and availability of the information and content therein, without prior notice. Changes of this type by their very nature may result in glitches or cause inconvenience of some kind.

The operation of the Services depends on various factors such as software, hardware and communication networks of ITALAM, its contractors and suppliers. By their nature, these factors are not fault free.

Changes to the Terms

From time to time, ITaLAM may change the Terms. Changes will take effect 7 days after their initial posting on the Services unless ITaLAM amends the Terms to comply with legal requirements. In such cases, the amendments will become effective immediately upon their initial posting, or as required.

Disclaimer of Warranty

YOU ACKNOWLEDGE AND AGREE THAT THE SERVICES ARE BEING PROVIDED FOR USE "AS IS" AND "WITH ALL FAULTS". YOU WILL HAVE NO PLEA, CLAIM OR DEMAND AGAINST ITALAM OR ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUB-CONTRACTORS AND AGENTS ("STAFF"), IN RESPECT OF THE SERVICES' FEATURES, ABILITIES, LIMITATIONS OR COMPATIBILITY WITH YOUR NEEDS. YOUR USE OF THE SERVICES AND THE INFORMATION CONTAINED THEREIN, IS AT YOUR FULL AND EXCLUSIVE RISK, WITHOUT WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPATIBILITY, SECURITY OR ACCURACY.

ITALAM DOES NOT WARRANT, AND HEREBY DISCLAIMS ANY WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE ACCURACY, ADEQUACY OR COMPLETENESS OF THE SERVICES, INFORMATION AND CONTENT OBTAINED FROM THE SERVICES OR LINKS TO OTHER WEBSITES.

Indemnification

You agree to indemnify and hold ITaLAM, its directors, officers, affiliates, agents, and licensors harmless from and against all losses, expenses, damages, and costs, including reasonable attorneys' fees, resulting from your violation of these Terms of Use, including without limitation, any use of Contents other than as expressly authorized by these Terms of Use.

Limitation of Liability

TO THE GREATEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, ITALAM AND ITS STAFF, SHALL NOT BE LIABLE TO YOU, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, STATUTORY, INCIDENTAL OR CONSEQUENTIAL DAMAGE, OR ANY SIMILAR DAMAGE OR LOSS, INCLUDING LOSS OF PROFIT AND LOSS OF DATA, COSTS, EXPENSES AND PAYMENTS, EITHER IN TORT, CONTRACT, OR IN ANY OTHER FORM OR THEORY OF LIABILITY, ARISING FROM, OR IN CONNECTION WITH THE SERVICES, THE USE OF, OR THE INABILITY TO USE THE SERVICES, OR FROM ANY FAILURE, ERROR, OR BREAKDOWN IN THE FUNCTION OF THE SERVICES, OR FROM ANY FAULT, OR ERROR MADE BY OUR STAFF, OR FROM YOUR RELIANCE ON CONTENT AVAILABLE ON OR THROUGH THE SERVICES, OR FROM ANY COMMUNICATION WITH THE SERVICES OR ITALAM, OR FROM RETENTION, DELETION, DISCLOSURE AND ANY OTHER USE OR LOSS OF CONTENT OR INFORMATION.

Applicable Law and Jurisdiction

These Terms shall be governed solely by the laws of the Province of Quebec and the laws of Canada applicable therein without giving effect to any principles of conflicts of laws. The courts of the Province of Quebec shall have exclusive jurisdiction over all disputes. The parties hereby irrevocably submit to the jurisdiction of the courts of the district of Montreal, Province of Quebec.

Contacting us

You may contact us by using the 'Contact Us' form available on our Services.

Nothing on the Services, including submission of inquiries or "Contact Us" form, requires us to make any engagements or business arrangement with you, partner with you, hire you, provide any products or services, engage in any present or future marketing activities or engage in any discussions or negotiations with you.

Or just email support@iTaLAM.org

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