

# UnitEd Terms of Service,

Last updated, September 1, 2024

These Terms of Service, alongside our Privacy Policy, govern your use of the UnitEd website and services.

In some cases, you may use third party services, which have additional terms, Please review these Terms of Service and Privacy Policy, as your consent is the only way to receive our services.

The UnitEd website is a curated collection of resources with original content for Jewish educators. It offers access to educational and pedagogical content regarding Hebrew learning, Jewish tradition and Jewish history.

UnitEd works in partnership with the Ministry of Diaspora Affairs and the Combating Antisemitism with the goal of strengthening Jewish schools around the world, providing various services to preserve and reinforce Jewish identity and the connection to Israel among students. These services include growth and long-term strategy programs, teacher training and professional development, curriculum and innovative content development, teacher placement, peer communities for educators, and additional tools to create a meaningful Jewish learning experience.

We are not responsible for the third party content embedded, and such embedded content may be changed by these third parties without our knowledge. Please make sure that you are aware of that.

Our liability for the services provided and the products downloaded is limited, and our services are provided on an AS-IS basis.

We cannot ensure that the results from the services shall be optimal or warrant that they would be satisfactory.

The website is operated by UnitEd LTD (NPC) registered number 516694189.

## Registration, Accepting These Terms.

Registration is encouraged, but not mandatory. Some services may not be used without registration. Registration to the website is made through our forms.

When enrolling into the service, you represent and warrant that you are over 16 years of age, or if you are a corporation, you obtained all required permits from the authorized signatory. If you are under 18, but over 16, you may ask for parental consent prior to using the service, and your parents should accept these terms before using the service. We do not allow children under 13 to register for the service.

**Signup.** You may sign up using your email or other unique identifier. You may be requested with your phone number and email address to verify your identity.

We may also use your email address for sending newsletters and updates, as we explain in the privacy policy. We may send you an email to verify your ownership of the account.

**Accepting These Terms.** You are required to accept and provide your consent to these terms before using the services, before submitting your personal data in forms and when contacting us for support queries. Without your acceptance of these terms we may not be able to provide you with the services governed under these terms.

## Prohibited Users

We do not allow people who are sanctioned by the Israeli Ministry of Defense, Israeli Government and The Office of Foreign Assets Control of the United States as well as nationals of proscribed states to register and use our services. We also do not allow members of terror organizations and unlawful militias to register and use our services.

## Our Services

We provide access to our own content and third party content via the website and allow you to embed such content, print it or download a copy, we also may allow you to read "Sparks", which are snippets that allow you to understand the content better and make meaningful lessons, we may allow you to download lesson plans, and create your own lessons.

We may also allow users to publish some content, according to our Content Policy, set herein, relating to active campaigns we may have. We may apply moderation on such content, according to our sole discretion.

Some of the content is provided by third parties. In such an event, it will either be embedded directly from their website, such as online games or videos, or copied into our website. We cannot guarantee the accuracy of the third party content, its availability or the fact that it would be identical to the moment it was embedded. If you believe that a third party content is missing, or that it is inaccurate, please report it to us.

We retain all ownership in our content and nothing in these Terms may convey to you any right to use it except as stated below.

## Our License To You

We provide you, as our user, a limited, non-commercial, non-transferrable, non-sublicensable, license to use all our content (but not third party content) available via the services for instructional and educational purposes, but not to republish it in any online manner; meaning, you can print out our content and distribute it to your pupils in class, but not make a website competing with us which makes content available to others. Any use will require full credit back to us and the original authors and we may request that you make amendments.

## Newsletter

When signing up to the service, or when providing us with your contact details, we may enroll you to our newsletter and send you periodic updates relating to our activities.

## Contact Us

When you fill a contact form, our team will review your inquiry and forward it to the right person. We do our best to answer ASAP, but sometimes It may take some time to respond, so please wait.

## Content Policy

This content policy applies both to the content you submit through the service for us to use, share with others via the service or third parties, and for content others submit that you may use.

By either providing us with visual, textual, audiovisual, or other material or by using our service to share content, You hereby accept this content policy as set forth. You acknowledge that any violation of the content policy may cause termination of your service, removal of your content and legal action by both ourselves and the person whose rights were infringed.

For the purpose of this policy, the term *Content* shall refer to images and/or text and/or videos used by yourself while creating content through the service and published through it.

## License

You hereby warrant that you are the sole owner and proprietor of any Content you distribute through the service, or that you are allowed to post it under this content policy. You hereby grant us an irrevocable, permanent, unlimited, world-wide, royalty-free, sublicensable, non-exclusive license to use your Content according to the functionality of service and through other third party services, including the creation of derivative works and the creation of three dimensional works.

If you share your Content via a third party service, then you grant each person you share your Content with the right to send this Content to third parties, and to display, store or use this Content via such third party and according to its terms of service.

## Our License To You

We provide you, as our user, a limited, non-transferrable, non-sublicensable, license to use all the Content made available via the services in relation to the service and through its functionality.

## Offensive Content

You hereby warrant that your Content is not offensive and does not infringe the right of any third party, including, but not only:

- **Hate Speech and Racism.** Your Content does not include any hate speech or racist opinions, as well as does not incite others to violent acts against persons solely based on their inclusion in a specific group.
- **Intellectual Property Infringing.** Your content does not infringe any third party copyright, design, patent, trademark, trade secrets or any other intellectual property rights.
- **Pornography.** Your Content does not contain any text, image or depiction including extreme nudity, profanity, sexual activity, sexual innuendos, sexually offensive content or otherwise obscene content.
- **Slanderous.** Your Content does not slander, defame or otherwise harm the good name of others.

## Warranty

You hereby warrant that you are either the sole proprietor or a designated licensee of your Content and that no other party's rights are infringed or violated by your use of the content and the Service. You moreover warrant that no legal claim, dispute or lawsuit was filed against You or threatened against You for publishing content through the service.

## Moderation, Notice & Takedown

We are not under any legal obligation to moderate the content. However, we may apply moderation in both automated and manual means to ensure compliance. We may refuse the publishing of Contents without any notice.

If you believe that any content hosted or posted using our services may infringe or violate any of your rights or applicable law; do contact us at [info@united-jed.org](mailto:info@united-jed.org) and we will investigate such a complaint. Following the complaint, we will let the user who submitted the content know about it, and might inquire about its posting.

Please note that our moderation, restoration or deletion of content does not mean that we are liable for the content in any form or under any law.

## Warranty

We supply the services on an “as-is” and “as-available” basis. Your use of the services is at your own risk and under your liability. We make no warranty that (i) the services will meet your requirements and (ii) the services will be uninterrupted, timely, secure, or error-free and (iii) the results that may be obtained from the use of the services will be accurate or reliable and (iv) the quality of any products, services, information, or other material purchased or obtained through the service will meet your expectations, or (v) any errors in the service will be corrected.

## Liability

For no case and for no reason shall we be held liable for any damage, direct or indirect, consequential, exemplary, physical or special, to you, any other user or any third party due to its misperformance of duties herein. We provide Service on an AS-IS basis and shall not be held liable, to the extent permitted by law, by any case of misconduct, negligence, gross negligence, malice or any other mean, to any damages or loss of property, including loss of your funds, damages to property, reputation and business reputation, user account information including login information, loss of profit, loss of good name, all resulting from the use or inability to use services.

## Indemnity

You hereby warrant and agree to hold us harmless and to indemnify us for any damage, loss, expense, legal expense or cost incurred as a result of your use of the services in direct violation of these terms of service, including any false representation.

## Terminating The Service

We shall have the right to terminate your use of the service or to terminate the service at any time and by providing a one day prior notice.

Moreover we may terminate your use of the service at any time and without prior written notice in any case where you breached these terms and such breach may cause us irreparable harm.

We may suspend the services or any of its functionality, or disable features, if we believe that some fraud or error occurred.

## Availability

We might disable the service from time to time for scheduled backups, maintenance or upgrades. In some extreme cases, where urgent maintenance is required, we may disable the service immediately and without notice.

## Amending These Terms

We may amend these terms from time to time, provided that you shall be informed through electronic communication on such an amendment and shall be granted the option to terminate your agreements with us by providing a prior written notice.

## Governing Laws, Jurisdiction, No Class Action

The laws of the state of Israel shall exclusively govern these terms of service. The parties agree to the exclusive jurisdiction of the state and federal courts located in Jerusalem District.

You undertake to initiate only suits on your behalf and not to file any class action lawsuit against us.

# UnitEd Privacy Policy

Last amended November 27, 2022

## Who Are We?

UnitEd LTD (NPC) registered number 516694189 is located in Jerusalem.

## Your Acknowledgment of this Policy

You are not legally required to provide us with any personal data. This means that if you provide us with data, you are doing so out of your own volition and consent; we cannot force you to provide any personal data, but without your personal data we cannot provide you with the services.

You have the right to withdraw from this consent at any time, and in such a case request that we either cease processing your personal data, or that we delete whatever personal data is no longer required to retain under law. Such removal of data may also prevent you from receiving updates and support.

## Which Personal Data Do We Collect About You?

We collect the following personal data:

- When you register to our newsletter, we retain your name and email address.
- When filling out a contact form, we retain your name, school, position, email address, phone number, country, and whether you wish to register to our newsletter.
- When you use our site, we may retain usage data and non-personally identifiable data, such as viewed pages and click-stream.

We may also receive information from the school you work for, or study at, if we organize some cooperation with them.

We may also receive information when you register to our events by using Airtable, Activetrail or Zoho.

## What types of data do we collect?

**Non-Personally Identifiable Data.** The first type is non-personally-identifiable data and statistical information. Non-personally identifiable data that is being gathered consists of technical information and behavioral information that does not pertain to a specific individual ("Non-Personal Data").

This includes your device type, browser type and version, IP data, screen size and resolution, language and other technical data. While it is not specifically personally identifiable, it may be reverse-engineered to be identifiable and therefore is considered personal data.

**Usage Data.** Usage data may include your search queries performed in the service and your activities on the services and additional information of a similar nature, such as the pages you viewed and the content you submitted or reviewed using the service.

**Personally Identifiable Data.** The other type of data we collect is individually identifiable data. To put it simply, this data identifies an individual or is of a private and/or sensitive nature, such as your contact information, including: (i) Personal Data that is provided by you voluntarily, such as your username, email address, profile picture, social accounts and other data you filled when signing up or using our services; and (ii) Personal Data we learn from your use of the services; including your IP address and similar information.

## How Do We Collect Personal Data?

Personal data is collected from your use of the services and by your contact with us. We collect data through the forms and searches made through the services.

## What Are The Purposes of the Collection and Processing of Data?

The purposes of collecting and processing the data are to provide you with the services, which means we use your data to provide you with the services and provide you with support.

Moreover, we may use the personal data to improve the services and to offer you personalized offers. This means that we use aggregated understandings of how our users interact with our services to obtain insights that lead to the improvement of future versions, bug reports, and feature requests. We may create look-alike audiences and share our customer lists with advertising services that may provide us with such services, all under confidentiality obligations.

We may also use your email address to send you information relating to our services and promotional material.

## How Can We Contact You?

If you registered to our newsletter, or if signed up to our services, we may contact you with periodic updates and promotional emails relating to the service and the products or services we offer.

You may opt out of these at any time.



# Your Personal Data Rights

## Right of Access and Rectification

You have the right to know what personal data we collect about you and to ensure that such data is accurate and relevant for the purposes for which we collected it. You can receive a copy of your personal data, and to rectify such personal data if it is not accurate, complete, or updated. However, we may first ask you to provide us with certain credentials to permit us to identify you before rectifying, deleting, or reviewing.

## Right to Delete Personal Data or Restrict Processing

### Right to Withdraw Consent

You have the right to withdraw your consent to the processing of your personal data. Exercising this right will not affect the lawfulness of processing your personal data based on your consent before its withdrawal. Please note that in most cases, withdrawal of your consent would most likely cause us to delete your personal data rather than cease processing.

You have the right to delete your personal data or restrict its processing by ourselves and third parties. We may postpone or deny your request if your personal data is in current use for the purposes for which it was collected or for other legitimate purposes such as compliance with legal obligations.

### Right of Data Portability

Where technically feasible, you have the right to ask to transfer your personal data in accordance with your right to data portability. In order to apply for this, please contact us at [info@united-jed.org](mailto:info@united-jed.org)

### The Right to Lodge a Complaint

You also have the right to lodge a complaint with a data protection supervisory authority regarding the processing of your personal data.

## Your California Privacy Rights and Do Not Track Notices

We do not convey your personal data to third parties for direct marketing purposes.

However, if we did, then the California Civil Code Section 1798.83 permits our customers who are California residents to request certain information regarding its disclosure of personal data to third parties for their direct marketing purposes.

To make such a request, please send an email to [info.UnitEd@herzog.ac.il](mailto:info.UnitEd@herzog.ac.il), and we will let you know that none of your personal data was shared. We are only required to respond to one request per customer each calendar year.

## Your Brazilian LGPD Rights

Notwithstanding anything in this privacy policy, you may exercise your LGPD rights, including your rights for (i) confirmation of the existence of the processing; (ii) access to the data; (iii) correction of incomplete, inaccurate or out-of-date data; (iv) anonymization, blocking or deletion of unnecessary or excessive data or data processed in noncompliance with the provisions of the LGPD; (v) portability of the data to another service or product provider, by means of an express request and subject to commercial and industrial secrecy, pursuant to the regulation of the controlling agency; (vi) deletion of personal data processed with your consent, except in the situations provided in Art. 16 of this the LGPD; (vii) information about public and private entities with which the controller has shared data; (viii) information about the possibility of denying consent and the consequences of such denial; (ix) revocation of consent as provided in §5 of Art. 8 of the LGPD.

## We respond to “Do Not Track” signals

If you do not wish your browser to allow us to use trackers, please use your browser’s “Do Not Track” option.

## Exercising Your Rights

We acknowledge you have the right to access and change the Personal Data we collect and process. If you wish to access or to correct, amend, or delete Personal Data, please send us an email to [info@](mailto:info@). We will respond within a reasonable timeframe, but in any event, no later than permitted by applicable law.

Additionally, please note that in order to ensure you have as much control over your Personal Data and other information as possible, you may modify certain parts of your information by yourself in the service.

## Sharing Personal Data with Third Parties

We respect your privacy and will not disclose, share, rent, or sell your Personal Data to any third party.

The sharing of your Personal Data is made upon your specific, explicit, request. This includes sending personal data if you are a user which performs a purchase with our merchants, or sending merchant data to payment providers.

Moreover, in order to operate the service, we need to share your personal data with third parties, which are our hosting companies and support staff.

We also share personal data with the Ministry of Diaspora in order to operate the site. The ministry is a public entity and may use this data in accordance with applicable laws.

Our sub processors are:

- Airtable and Zoho who manage our data;

- Google, who provide us with insights, analytics and similar services
- ClassE, who provide us with hosting services.
- ActiveTrail, who provide us with email services.

## Location of Your Data

The personal data collected from you, as detailed in this Privacy Policy, may be transferred to, and stored at, servers that may be located in countries outside of your jurisdiction and in a country that is not considered to offer an adequate level of protection under your local laws.

It may also be processed by us and our suppliers, service providers or partners' staff operating outside your country.

We are committed to protecting your Personal Data and will take appropriate steps to ensure that your Personal Data is processed and stored securely and in accordance with applicable privacy laws, as detailed in this Privacy Policy. Such steps include putting in place data transfer agreements or ensuring our third-party service providers comply with our data transfer protection measures.

We will ensure the confidentiality, integrity and availability of your Personal Data by Transferring your personal data only to (i) countries approved by the European Commission as having adequate data protection laws; (ii) entities that executed standard contracts that have been approved by the European Commission and which provide an adequate level of high-quality protection, with the recipients of your Personal Data; and (iii) Transferring your Personal Data to organizations that are Privacy Shield Scheme certified, as approved by the European Commission.

By submitting your personal data through the service, you acknowledge, and agree, in a jurisdiction where such consent is required, to such transfer, storing and/or processing of personal data.

## Cookies

We use both first party and third party cookies. A cookie is a small file placed on your computer meant to authenticate or verify your session with us. However, a cookie may have some identifying features. You may opt out from cookies by clicking the "opt out" button there.

## Minors / Children

The service is intended for users over the age of eighteen, or children over sixteen who obtained parental consent.

Therefore, we do not intend and do not knowingly collect Personal Data from children under the age of sixteen (16) and do not wish to do so.

We reserve the right to request proof of age at any stage so that we can verify that minors under the age of sixteen (16) are not using the service.

If we learn that we collected Personal Data from minors under the age of thirteen (13) we will delete that data as quickly as possible.

If you have reasons to suspect that we collected Personal Data from minors under the age of sixteen (16), please notify us at [tinfo@united-jed.org](mailto:tinfo@united-jed.org), and we will delete that personal data as quickly as possible.

## Security

We take appropriate measures to maintain the security and integrity of our service and prevent unauthorized access to it or use thereof through generally accepted industry standard technologies and internal procedures.

Please note, however, that there are inherent risks in transmission of information over the Internet or other methods of electronic storage, and we cannot guarantee that unauthorized access or use will never occur.

We will comply with applicable law in the event of any breach of the security, confidentiality, or integrity of your Personal Data and will inform you of such breach if required by applicable law.

To the extent that we implement the required security measures under applicable law, we shall not be responsible or liable for unauthorized access, hacking, or other security intrusions or failure to store or the theft, deletion, corruption, destruction, damage, or loss of any data or information included in the personal data.

## Data Retention

We will retain the Personal Data for as long as we believe that it is accurate and can be relied upon. Personal Data that is no longer required for the purpose for which it was initially collected will be deleted unless we have a valid justification to retain it that is permitted under applicable law, such as to resolve disputes or comply with our legal obligations.

## Data Breach Notification

We comply with local authorities in data breach notifications. In any case where a severe data breach occurred, we will also notify data subjects after such breach, and cooperate with the legal authorities to reduce the exposure of personal data.

## Complaints and Arbitration

If you feel or believe that your personal data rights were harmed in any way, you may contact our data protection officer at [info@united-jed.org](mailto:info@united-jed.org) and lodge a complaint. Such complaints shall include how and why you believe your personal data rights were harmed, and the required evidence. Our data protection officer will respond to most complaints within 14 days and shall offer the required remedies.

We will resolve all complaints according to applicable regulations. We also agree to resolve all complaints and deal with disputes with the local data protection authorities.

This section does not limit your right to lodge a complaint with your respective data protection authority.

## Merger, Transfer of Ownership

We may, in the future, merge, sell our operation or transfer the operation of the service to a third party. In such an event, the data would be used in accordance with the then relevant privacy policy, where no change shall have retroactive effect.

## Updates to the Privacy Policy

We reserve the right to amend this Privacy Policy at any time; we will provide you with updates on any change, and such updates shall not have a retroactive effect.