

## 1. ACCEPTANCE OF TERMS

Welcome to [www.Torah.tv](http://www.Torah.tv) the flagship website and domain for the ministry of Simchat Torah Beit Midrash® (STBM)! STBM and [www.Torah.tv](http://www.Torah.tv) provide services to you subject to the following Terms of Use (TOU), which may be updated by us from time to time without notice to you.

You and STBM shall be subject to any posted guidelines or rules applicable to such services, which may be posted from time to time. All such guidelines or rules (including but not limited to our Privacy Policy) are hereby incorporated by reference into the TOU.

## 2. DESCRIPTION OF SERVICE

STBM provides guests and registered users with access to teachings, information, commentary, Scripture, products, and services, for free and on a contribution and/or fee-based subscription, including various communications tools, media, online content, and branded programming through its network which may be accessed through any various medium or device now known or hereafter developed the "Service". Unless explicitly stated otherwise, any new features that enhance the current Service, including the release of new STBM materials, media, and properties, shall be subject to the TOU. You understand and agree that the Service is provided "as-is" and that STBM assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings. You are responsible for obtaining access to the Service, accurately completing and updating Registration, Subscription, and all applicable Enrollment and/or payment Forms, and agree that access to STBM and [www.Torah.tv](http://www.Torah.tv) may involve third-party fees (such as Internet service provider or airtime charges). You are responsible for those fees. In addition, you must provide and are responsible for all equipment necessary to access the Service.

## 3. YOUR REGISTRATION OBLIGATIONS

In consideration of your use of the Service, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service's "Registration Form" and (b) maintain and promptly update the Registration Fata to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or STBM has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, STBM has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof). STBM vigorously protects privacy of all its users, and the copyrighted materials presented herein.

#### 4. STBM PRIVACY POLICY

STBM respects your privacy and your time. We do not share your personal information with other ministries or agencies. Please carefully complete all Registration, Subscription, Enrollment, and Webstore Forms as errors, inaccurate, or invalid information may cause your account to be temporarily or permanently disabled.

#### 5. REGISTERED USER ACCOUNT, PASSWORD AND SECURITY

You will receive confirmation of the username and password that you select (subject to availability) upon completing the Service's Registration process. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify STBM of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. STBM cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 5.

#### 6. MEMBER CONDUCT

You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages, tags, or other materials ("Content"), whether published or encoded within [www.Torah.tv](http://www.Torah.tv), STBM, and its affiliate sites, are the copyrighted property of STBM, unless otherwise indicated. You agree not to copy or infringe upon any and all such copyrights without the express written permission of Simchat Torah Beit Midrash, and/or the legal copyright owner. This means that you may not copy, edit, reproduce, reprint, transmit or store, either mechanically or electronically any content, in part or in full, without prior authorized permission. Under no circumstances will STBM be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Service.

You acknowledge, consent and agree that STBM may access, preserve and disclose your account information if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the TOU; (c) respond to your requests for customer service; or (d) protect the rights, property or personal safety of STBM, its staff, employees, volunteers, congregant members, guests, registered users and the public.

You understand that the technical processing and transmission of the Service, including your Content, may involve (a) transmissions over various networks; and

(b) changes to conform and adapt to technical requirements of connecting networks or devices.

You understand that the Service and software embodied within the Service may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by STBM and/or any and all applicable copyright law. You may not attempt to override or circumvent any of the usage rules embedded into the Service. Any unauthorized reproduction, publication, further distribution or public exhibition of the materials provided on the Service, in whole or in part, is strictly prohibited.

## 7. INDEMNITY

You agree to indemnify and hold STBM and its subsidiaries, affiliates, officers, agents, employees, and partners harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Service, your connection to the Service, your violation of the TOU, or your violation of any rights of another.

## 8. NO RESALE OF SERVICE

You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service, including any and all Content.

## 9. MODIFICATIONS TO SERVICE

STBM reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that STBM shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

## 10. TERMINATION

You agree that STBM may, *under certain circumstances and without prior notice*, immediately terminate your STBM account registered with [www.Torah.tv](http://www.Torah.tv) and/or any of its affiliate sites, and access to the Service. Cause for such termination shall include, but not be limited to, (a) breaches or violations of the TOU or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated account deletions), (d) discontinuance or material modification to the Service (or any part thereof), (e) unexpected technical or security issues or problems, (f) extended periods of inactivity, (g) engagement by you in fraudulent or illegal activities, and/or (h) nonpayment of any fees owed by you in connection with the Services.

Termination of your STBM account includes (a) removal of access to all offerings within the Service, (b) deletion of your password and all related information, files

and content associated with or inside your account (or any part thereof), and (c) barring of further use of the Service. Further, you agree that all terminations for cause shall be made in STBM's sole discretion and that STBM shall not be liable to you or any third party for any termination of your account, or access to the Service.

## 11. LINKS

The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because STBM has no control over such sites and resources, you acknowledge and agree that STBM is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that STBM shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

## 12. STBM'S PROPRIETARY RIGHTS

You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws, and is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly permitted by applicable law or prior written authorization by STBM, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part.

## 13. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- a. Your use of the service is at your sole risk. The service is provided on an "as is" and "as available" basis. STBM and its subsidiaries, affiliates, officers, employees, agents, partners and licensors expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
- b. STBM and its subsidiaries, affiliates, officers, employees, agents, partners and licensors make no warranty that (i) the service will meet your requirements; (ii) the service will be uninterrupted, timely, secure or error-free; (iii) the results that may be obtained from the use of the service will be accurate or reliable; (iv) the quality of any products, services, information or other material purchased or obtained by you through the

service will meet your expectations; and (v) any errors in the software will be corrected.

- c. Any material downloaded or otherwise obtained through the use of the service is accessed at your own discretion and risk, and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.
- d. No advice or information, whether oral or written, obtained by you from STBM or through or from the service shall create any warranty not expressly stated in the TOU.
- e. A small percentage of users may experience epileptic seizures when exposed to certain light patterns or backgrounds on a computer screen or while using the service. Certain conditions may induce previously undetected epileptic symptoms even in users who have no history of prior seizures or epilepsy. If you, or anyone in your family, have an epileptic condition, consult your physician prior to using the service. Immediately discontinue use of the service and consult your physician if you experience any of the following symptoms while using the service: dizziness, altered vision, eye or muscle twitches, loss of awareness, disorientation, any involuntary movement, or convulsions.

#### 14. Limitation of liability

You expressly understand and agree that STBM and its subsidiaries, affiliates, officers, employees, agents, partners and licensors shall not be liable to you 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 (even if STBM has been advised of the possibility of such damages), 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; or (v) any other matter relating to the service.

#### 15. NO THIRD-PARTY BENEFICIARIES

You agree that, except as otherwise expressly provided in this TOU, there shall be no third-party beneficiaries to this agreement.

#### 16. NOTICE

STBM may provide you with notices, including those regarding changes to the TOU, including by but not limited to email, regular mail, SMS, MMS, text

message, postings on the Service, or other reasonable means now known or hereinafter developed.

## 17. TRADEMARK INFORMATION

Simchat Torah Beit Midrash, STBM, STBM logo, Tree logo, ICTS, ICTS logo, Torah 101 series, Torah 101 logos, Children's Torah 101 logo, Gideon 300 Club, Let It Rain, trademarks and service marks and other STBM logos, products and service names are registered trademarks of Simchat Torah Beit Midrash (STBM). You agree not to display or use in any manner any STBM intellectual property, proprietary materials and media, and copyrighted materials and marks.

## 18. GENERAL INFORMATION

*Entire Agreement.* The TOU constitutes the entire agreement between you and STBM and governs your use of the Service, superseding any prior agreements between you and STBM with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other STBM services, affiliate services, third-party content or third-party software.

*Choice of Law and Forum.* The TOU and the relationship between you and STBM shall be governed by the laws of the State of Colorado without regard to its conflict of law provisions. You and STBM agree to submit to the personal and exclusive jurisdiction of the courts located within Douglas County, Colorado.

*Waiver and Severability of Terms.* The failure of STBM to exercise or enforce any right or provision of the TOU shall not constitute a waiver of such right or provision. If any provision of the TOU is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOU remain in full force and effect.

*Statute of Limitations.* You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the TOU must be filed within one (1) year after such claim or cause of action arose or be forever barred.

The section titles in the TOU are for convenience only and have no legal or contractual effect.

## 19. VIOLATIONS

Please report any violations of the TOU to STBM at [support@stbm.org](mailto:support@stbm.org) .