

VIRTUAL MATZAH Terms of Use

These terms and conditions (the "Terms of Use") apply to all web sites and applications (collectively, the "Sites") owned and operated by McGraw Hill LLC or one of our affiliated companies ("Virtual Matzah" or "us" or "we"). By registering for or otherwise using any of our Sites or Services (as defined below), or accessing any content or material that we make available through the Services or Sites, you agree to these Terms of Use. You may also agree to these Terms of Use by signing or entering into an ordering document with Virtual Matzah that incorporates these Terms of Use. These Terms of Use, our Privacy Notice which is hereby incorporated by reference, and any ordering document form a legally binding agreement between you and Virtual Matzah (collectively, this "Agreement"). We reserve the right, at our discretion, to change these Terms of Use in the future.

If you do not agree to this Agreement, you may not access or otherwise use the Sites or the Services. You may use the Services only if you have reached the age of majority or legal age in your jurisdiction (generally 18 or older) and can form legally binding contracts under applicable law. If you are under 18 or the legal age of majority in your jurisdiction, your educational institution, parent, or guardian must agree to these Terms of Use on your behalf.

1. **PROPRIETARY SERVICES FOR REGISTERED USERS.**

Virtual Matzah operates electronic platforms/systems including web and mobile applications that enable students, instructors, and administrators of educational institutions to access and use certain online products and services offered by Virtual Matzah (collectively and including any subsequent versions of such platforms/systems and applications, the "Services") through our Sites. The material on our Sites include general non-proprietary information available to all users of our Sites, but in order to access and use the Services you will be required to register on our Sites or through your educational institution. If you register to use the Services on behalf of your educational institution, you will be required to agree to additional terms and conditions in connection with the registration process (the "Terms of Service").

2. **USER INFORMATION, COPPA.**

During the course of using the Services, we may ask you to share certain personal information in order for us to provide you with the Services. Our Privacy Notice describes our policies around collecting, using, and maintaining the privacy of your personal information. You acknowledge and agree that between you and Virtual Matzah, only you are responsible for the accuracy and content of your personal information, and you agree to keep it up to date.

In accordance with the Federal Children's Online Privacy Protection Act of 1998 (COPPA), we will never knowingly solicit, nor will we accept, personally identifiable information from users known to be under thirteen (13) years of age without the consent of their educational institution or the child's parent or guardian. If an educational institution with students that are under thirteen (13) years of age uses our Services, the educational institution may also provide us with personally identifiable information about its students. We use student information to provide the Services to the educational institution and its students, consistent with our Privacy Notice.

3. **INTELLECTUAL PROPERTY.**

During the applicable term of your subscription for Services, subject to the payment of any fees in any applicable subscription agreement and subject to compliance with these Terms of Use and any other agreement governing your use of the Services, Virtual Matzah grants you a limited, non-exclusive and non-transferable license to access and use the Services over the Internet via the Site provided for the Services for your own internal use for educational purposes only. Virtual Matzah is the owner and/or authorized user of all trademarks, logos, service marks and trade names (collectively the "Trademarks") on our Sites and is the owner or licensee of the content and/or information on our Sites. Your use of our Sites does not grant to you a license to any content or materials you may access on our Sites, unless otherwise expressly provided in these Terms of Use or the Terms of Service. You may not use any Trademark displayed on our Sites without our prior written consent or prior written consent of the third-party that owns any other trademarks.

4. **ACCESS TO VIRTUAL MATZAH CONTENT.**

We may provide you with access to content and information related to the Services (the "Virtual Matzah Content"). Your use of Virtual Matzah Content is subject to these Terms of Use as well as any additional terms you agree to in connection with such Virtual Matzah Content and/or posted on the Site for the Virtual Matzah Content, including, without limitation, any prohibitions on distribution of the Virtual Matzah Content to students or third parties. You are responsible for maintaining the confidentiality of your password and account and are fully responsible for all

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activities that occur under your password or account. You may not share or distribute to a third party any screen name or password for accessing the Services or the Virtual Matzah Content. You may access and use materials from the Services and/or the Virtual Matzah Content only for your own research or study.

5. **RESTRICTIONS ON USE.**

Only you are to access the Services and/or the Virtual Matzah Content using your username or password. If your license includes access to eBooks, during the time you have a valid license you may access your eBook on only one (1) web session if using the Virtual Matzah eReader (i.e., no concurrent uses allowed) or two (2) devices if using Virtual Matzah's Read Anywhere mobile application. If we have reason to believe you have shared your password information or access to your account or have used the Services in violation of the provisions herein, we may suspend or terminate your account and refuse any and all current or future use of the Services. You agree that you will not otherwise copy, transmit, rent, forward, lend, sell, or modify any materials from the Services and/or the Virtual Matzah Content or modify or remove any proprietary notices contained therein, or create or enable the creation of derivative works based thereon. You may not use any robot, spider, other automatic device or program or manual process to access, monitor, copy or reproduce the Services or the Virtual Matzah Content. You may not engage in systematic retrieval of content from the Services or the Virtual Matzah Content to create or compile, directly or indirectly, a collection, compilation, database or directory. You may not disseminate any portion of the Services or the Virtual Matzah Content through electronic means, including mail lists or electronic bulletin boards. You may not reverse engineer the Services, nor circumvent, disable, or otherwise interfere with any technical and/or other limitations, including without limitation security-related features. You acquire no right, title or interest in any Virtual Matzah content except for the limited access license granted to you, and Virtual Matzah reserves all rights in the Virtual Matzah Content.

6. **COMMUNICATIONS TO VIRTUAL MATZAH.**

Although we encourage you to e-mail us, you should not e-mail us anything that contains confidential information or personally identifiable information. Please refer to the Privacy Notice with regard to how we handle your personal information. By e-mailing us or otherwise providing content to us, or posting content to the Sites or the Services including but not limited to feedback, questions, comments, suggestions, and the like (collectively, "User Content"), you agree to be bound by our User Content Submission Agreement and we may use any non-personally identifiable ideas, concepts, know-how, or techniques contained in your communications for any purpose whatsoever, including but not limited to, the development, production and marketing of products and services that incorporate such information. You own the rights to anything you post to the Sites or the Services, including text and photographs. You do, however, grant us an irrevocable, non-exclusive, worldwide, perpetual, royalty-free license to use, modify, copy, distribute, publish, perform, sublicense, and create derivative works from all non-personally identifiable submissions you provide to us, in any media now known or hereafter devised. The Site or Services may permit you to upload third-party content for use with the Site or Services ("Service Uploads"). You represent and warrant that prior to providing any upload you will have all necessary rights to provide the Service Uploads, and that your Service Uploads will not infringe any third-party rights, including any intellectual property or proprietary rights. You grant Virtual Matzah the right to make your Service Uploads available to licensed end users in the same manner and to the same extent as the Virtual Matzah Content provided in the applicable Service. Additional terms and options for Service Uploads may be presented through the applicable upload interface available on the Site offering the Service which shall be in addition to, and not instead of, these Terms of Use.

7. **COMMUNITY GUIDELINES.**

In using the Sites or Services, you agree you will not: (a) submit material that is unlawful, obscene, lewd, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, excessively violent, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate or objectionable; (b) post advertisements or solicitations of business; (c) impersonate another person; (d) submit material that is copyrighted, protected by trade secret or otherwise subject to third party intellectual property or proprietary rights, including privacy and publicity rights, unless you are

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the owner of such rights or have permission from their rightful owner to post the material and to grant Virtual Matzah all of the license rights granted herein; (e) submit material that is unsuitable for minors in any country; or (f) submit material that is malicious or destructive in nature, or contain a virus or other computer programming routine or engine that is intended to damage or otherwise interfere with any system, data, or information. Virtual Matzah does not and cannot review all User Content or Service Uploads and is not in any manner responsible for such content. Virtual Matzah reserves the right, but has no obligation, to refuse to post, block or remove communications or materials for any reason in its sole discretion. Virtual Matzah may terminate your access to our Sites and/or the Services to prevent further posting or distribution of any communications or materials, and Virtual Matzah may, but is not obligated to, report any of your communications or materials to your educational institution.

8. **NO WARRANTIES.**

WE AND OUR LICENSORS AND SERVICE PROVIDERS MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE CONTENTS OF OUR SITES, VIRTUAL MATZAH CONTENT OR THE SERVICES. WE SHALL NOT BE SUBJECT TO LIABILITY FOR ANY DELAYS OR INTERRUPTIONS OF OUR SITES OR THE SERVICES FROM WHATEVER CAUSE. YOU AGREE THAT YOU USE THE SITES, THE VIRTUAL MATZAH CONTENT, AND THE SERVICES AT YOUR OWN RISK. OUR SITES, VIRTUAL MATZAH CONTENT AND THE SERVICES MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS OR OMISSIONS. VIRTUAL MATZAH IS NOT RESPONSIBLE FOR ANY SUCH TYPOGRAPHICAL OR TECHNICAL ERRORS. VIRTUAL MATZAH RESERVES THE RIGHT TO MAKE CHANGES, CORRECTIONS, AND/OR IMPROVEMENTS TO OUR SITES, VIRTUAL MATZAH CONTENT AND THE SERVICES AT ANY TIME WITHOUT NOTICE.

9. **EXTERNAL WEBSITES.**

Our Sites may contain links to third-party applications or websites ("External Websites"). These links are provided only as a convenience to you and not as an endorsement by us of the content on such External Websites. When you access an External Website, Virtual Matzah has no control over its content, applications, or services. We do not make any representations regarding the accuracy, quality, or accessibility of any External Website or its content or materials. Virtual Matzah disclaims all liability for any errors, omissions, violation of third-party rights or illegal conduct arising from such External Websites.

10. **INDEMNIFICATION.**

You agree to defend, indemnify, and hold harmless Virtual Matzah and our officers, directors, employees, successors, licensors, service providers, and assignees from and against any claims, actions, demands, liabilities, losses, damages, costs and expenses including, without limitation, reasonable legal and accounting fees, arising from or relating to your breach of this Agreement or your access to, use, or misuse of the Virtual Matzah Content, our Sites, or the Services. We shall provide notice to you of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit, or proceeding. We reserve the right to assume the exclusive defense and control of any matter that is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting our defense of such matter.

11. **LIABILITY.**

IN NO EVENT WILL VIRTUAL MATZAH OR ITS LICENSORS OR SERVICE PROVIDERS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, LOST TIME, LOST MONEY, LOST DATA, LOST PROFITS OR GOOD WILL, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEN OR UNFORESEEN WITH RESPECT TO ANY USE OF THE VIRTUAL MATZAH CONTENT, SITES, THE SERVICES, OR OTHERWISE ARISING FROM OR RELATING TO THESE TERMS OF USE AND IN NO EVENT SHALL THE LIABILITY OF VIRTUAL MATZAH OR ITS LICENSORS FOR WHATEVER CAUSE EXCEED THE FEES PAID BY YOU IN CONNECTION WITH YOUR USE OF THE VIRTUAL MATZAH CONTENT, THE SITES, OR THE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THE FOREGOING EXCLUSION OF LIABILITY IS NOT PERMITTED UNDER APPLICABLE

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LAW, VIRTUAL MATZAH'S LIABILITY IN SUCH CASE WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

12. INFRINGEMENT NOTIFICATION.

We respect the intellectual property rights of others, and require that the people who use our Sites do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please send notifications of the claimed infringement to: Legal Department, Virtual Matzah, PO Box 8401 Santa Fe NM 87504. Notices of the claimed infringement should include the following information: (a) your address, telephone number, and email address; (b) a description of the copyrighted work that you claim has been infringed; (c) a description of where the alleged infringing material is located, with a link if possible; (d) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (e) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (f) 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 authorized to act on the copyright owner's behalf.

13. COMPLIANCE WITH APPLICABLE LAWS.

We control and operate our Sites from our offices in the United States of America. We do not represent that materials on our Sites are appropriate or available for use in other locations. Persons who choose to access our Sites from other locations do so on their own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable. All parties to these terms and conditions waive their respective rights to a trial by jury.

14. TERMINATION OF THE AGREEMENT.

We reserve the right in our sole discretion, to restrict, suspend, or terminate your use or access to any of the Services, Virtual Matzah Content, and/or our Sites and/or discontinue any portion, feature, or content of the Services, Virtual Matzah Content, our Sites, or this Agreement at any time and for any reason without prior notice or liability. If you violate these Terms of Use Virtual Matzah may, but is not obligated to, report any such violation of these Terms of Use to your educational institution. When reasonably feasible, we will make reasonable efforts to provide notice of significant changes to the Services to end users with active licenses to use the Services.

15. MISCELLANEOUS.

If any provision of this Agreement is found to be invalid by any court having competent jurisdiction or terminated in accordance with the "Termination of the Agreement" provision above, the invalidity or termination of such provision shall not affect the validity of the following provisions of this Agreement, which shall remain in full force and effect: "Intellectual Property," "Communications to Virtual Matzah," "No Warranties," "Indemnification," "Liability," "Compliance With Applicable Laws," "Termination of the Agreement," and "Miscellaneous." Our failure to act on or enforce any provision of this Agreement shall not be construed as a waiver of that provision or any other provision in this Agreement. No waiver shall be effective against us unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance. Except as expressly agreed by us and you in writing, this Agreement constitutes the entire Agreement between you and us with respect to the subject matter, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter. The section headings are provided merely for convenience and shall not be given any legal import. This Agreement will inure to the benefit of our successors, assigns, licensees, and sublicensees.