



## Terms of Use

Kolture (the Site) is the digital home for Jewish Arts and Culture content and is owned and operated by [Jewish Arts Collaborative](#) (JArts). Registration is required to search or view content (as defined below) on Kolture.

By accessing or using the pages within the Site, you agree to the Terms of Use presented here. If you do not agree, you should not use the Site. These Terms of Use may be changed or updated from time to time, so check back regularly. Your continued use of the Site after any such changes constitutes your acceptance of the new Terms of Use. When you use Kolture, you are also subject to our [Privacy Policy](#), which are incorporated into the Terms of Use presented here.

You agree to use the Site only for lawful purposes. You agree not to take any action that might compromise the security of the Site, to render the Site inaccessible to others, or to otherwise cause damage to or interfere with others' use of the Sites or their content. You agree not to use the Site in any manner that might interfere with the rights of third parties. You will not bully, intimidate or harass any user. You will not post content that is hateful, threatening, pornographic or that contains nudity or graphic or gratuitous violence. You will not use the Sites to do anything unlawful, misleading, malicious or discriminatory. You will not use the Sites to transmit or send unsolicited commercial communications. Prior written consent must be obtained to make commercial offers of any kind, whether by advertising, solicitations, links or any other method of communication. Without limiting any former restrictions, you may not link to other websites for the purpose of selling merchandise or services of any kind.

Any violators of these Terms of Use will be investigated and pursued through legal action, which includes removing the offending user content from the Site and excluding such offending user from use of the Site. If you believe you have been wrongly accused of such a violation, you should contact JArts. JArts may remove any content that you upload or post at the Site or disable your access to the Site at any time, for any or no reason, and without notice to you.

## Registered Members

If you register as a member of the Site, you agree to provide accurate and complete information about you as may be prompted by any registration forms on the Site. To the extent such information about you changes, you agree to promptly update such registration information with the Site to keep it accurate, current and complete. You shall not register for more than one user account or impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age or your affiliation with any person or entity.

You are responsible for maintaining the confidentiality of your member password and login, and are fully responsible for all activities that occur under your password or account with or without your knowledge. If you knowingly provide your login and password information to another person, your membership privileges may be suspended temporarily or terminated. You agree to immediately notify JArts of any unauthorized use of your membership password or login.

The Site may include an interface through which you can post messages and respond to the messages of others. JArts does not assert any ownership over the information and content posted or uploaded by its members onto the Sites' content and, except for the below license, you retain all rights that you may have in the content you post or upload. By posting content to the Site you grant, and you represent and warrant that you have a right to grant, to JArts and our affiliates, subject to the terms of the Privacy Policy and for any purpose, a non-exclusive, transferable, fully paid, worldwide license (with the right to sublicense) to use, copy, display, perform, distribute, translate, edit and create derivative works based upon your content.

You may not post, transmit or share content that you did not create on the Site unless you own rights in such content or have permission to post such content from the owner of such content. You understand and agree that JArts may, but is not obligated to, review the Sites and may delete or remove (without notice) any content in its sole discretion, for any reason or no reason, including content that in the sole judgment of JArts violates these Terms of Use, or which might be offensive, illegal or that might violate the rights, harm or threaten the safety of users or others. You are solely responsible at your sole cost and expense for creating backup copies and replacing any content you post or store on the Site or provide to JArts. You agree not to disclose to any person or entity personally identifiable information about other members that you learn while

using the Site without the express consent of such members.

### **Registration Termination**

You agree that JArts may, with or without cause, immediately terminate your Kolture registration and access to the Sites (including to user content you may have posted) without prior notice. Without limiting the foregoing, the following may lead to a termination by JArts of a member's registration and use of the Site:

- breaches or violations of these Terms of Use or other JArts agreements or guidelines
- requests by law enforcement or other government agencies
- a request by you (self-initiated membership cancellation)
- unexpected technical issues or problems
- extended periods of inactivity

For individual users, JArts has no obligation to maintain, store or transfer to you information or data that you have posted on or uploaded to the Site. For partner organizations, quarterly data regarding content usages and analytics will be shared. Data requests outside of the quarterly schedule will be accommodated as JArts is able.

### **Children**

We understand the importance of protecting children's privacy in the interactive world. We are a general audience service and do not use the Site to knowingly collect personal information from children under the age of thirteen (13) that requires parental notice and consent under the Children's Online Privacy Protection Act ("COPPA") without such parental consent. If you are a child under 13 years of age, you are not permitted to use the Site and should not send any information about yourself to us through the Site.

In the event that we become aware that we have collected personal information from any child, we will dispose of that information in accordance with COPPA and other applicable laws and regulations. If you are a parent or guardian and you believe that your child under the age of 13 has provided us with personal information without COPPA-required consent, please contact us via the [Contact Kolture](#) page.

### **Proprietary Rights in Sites**

The content in the Site is the property of JArts. © 2023 Jewish Arts Collaborative. All rights reserved.

Unless otherwise stated, JArts and/or its licensors own the intellectual property rights in the Site and material on the Site. Subject to the license below, all these intellectual property rights are reserved.

Subject to these Terms of Use and your continued compliance therewith, you are hereby granted a personal, revocable, royalty-free, nonexclusive, nontransferable license to use the Sites and the text, graphics, data, information and other content made available through the Site (collectively, "content"). No content at the Site may be modified, copied, distributed, framed, reproduced, republished, downloaded, scraped, displayed, posted, transmitted or sold in any form or by any means, in whole or in part, without JArts' prior written permission, except that the foregoing does not apply to your own content that you legally post on the Site. Unless explicitly stated herein, nothing in these Terms of Use shall be construed as conferring any license to intellectual property rights. The content may be accessed, printed, displayed, downloaded and distributed for personal, educational or news reporting purposes, provided that all copies display all copyright and other applicable notices to the extent and in the form such notices are displayed in connection with such content. However, this may does not apply is explicitly stated in the content article that there is a fee for usage towards the content creator

Proper attribution shall at a minimum state that the content is "used with the permission of Jewish Arts Collaborative." Any rights not expressly granted herein are reserved.

You must not:

- sell, rent, or sub-license material from the Site;
- reproduce, duplicate, copy or otherwise exploit material on the Site for a commercial purpose; or
- edit or otherwise modify any material on the Sites.

### **Service-Level Agreement**

Kolture makes every effort to be up and running seven days a week, 24 hours a day. We will notify users well in advance if the Site need to be taken offline for routine maintenance. In the event of an unexpected disruption, we will notify users as soon as possible and correct the situation promptly. Please note that we are not a *shomer Shabbat* organization.

## **Fees**

JArts reserves the right to from time to time change these Terms of Use and charge for registration and/or to provide additional optional services for a fee.

## **Disclaimer of Warranties**

The Sites and the content and services made available on the Sites are provided on an “as is” and “as available” basis. JArts does not make and disclaims all express and implied warranties and representations, including, but not limited to, any implied warranty of fitness for a particular purpose, with regard to the Site, the content at the Sites or any advice or services provided through the Sites to the extent permitted by law. JArts does not warrant that access to the Sites, your or other members’ content, other content at the Sites or services will be uninterrupted or error-free, that defects in the site will be corrected or that the Site is free from viruses or other harmful components.

The advice, recommendations, information and conclusions posted or emailed by other members of the Sites are not in any way vetted, approved or endorsed by JArts, and you use such information at your own risk. You expressly agree that use of the Site, including all content, data or software distributed by, downloaded or accessed from or through the Sites, is at your sole risk.

## **Limitation of Liability**

Under no circumstances shall JArts, its partners, contributors, agents, employees, directors or affiliates be liable for any indirect, incidental, special, exemplary, punitive or consequential damages (even if it has been advised of the possibility of such damages), including but not limited to such damages for lost data, due to your use of this Site or due to your reliance on any of the content contained or the services provided on or through the Site.

## **Indemnification**

You agree to indemnify and hold harmless JArts, its officers, employees, agents, subsidiaries, affiliates and other partners, from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from your use of the Sites or your violation of these Terms of Use.

## **Digital Millennium Copyright Act**

*Notification:* If you are a copyright owner or an agent thereof and believe that any user content infringes upon your copyright, you may submit a written notification pursuant to the Digital Millennium Copyright Act (“DMCA”) (see 17 U.S.C. 512(c)(3) for further information) by providing our Copyright Agent (listed below) with the following information:

- an electronic or physical signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed
- a description of the copyrighted work claimed to have been infringed or if multiple copyrighted works are covered by a notification, a representative list of such works at our Site
- a description of the location on the Site of the allegedly infringing material(s); your address, telephone number and email address
- a written statement that you have a good faith belief that use of the material(s) in the manner complained of is not authorized by the copyright owner, its agent or the law
- a written statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed

JArts designated Copyright Agent for notice of claims of infringement is:

Rachael Farber  
Managing Director of Operations

Jewish Arts Collaborative  
1320 Centre Street, Suite 201  
Newton, MA 02459  
617.531.4610  
[RachaelF@JArtsboston.org](mailto:RachaelF@JArtsboston.org)

Only notices of alleged copyright infringement should go to the Copyright Agent; any other feedback, comments, requests for technical support and other communications should be directed to Kolture's customer service through [info@jartsboston.org](mailto:info@jartsboston.org). You acknowledge that if you fail to comply with all of the notice requirements of the DMCA, your notice may not be valid.

*Counter Notification:* If you believe that any user content of yours that was removed is not infringing, or that you have the appropriate rights from the copyright owner or third party, or pursuant to the law, to post and use the material in your user content, you may send a counter notification containing the following information to the Copyright Agent:

- your physical or electronic signature
- identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or disabled
- a statement (under penalty of perjury) that you have a good faith belief that the content was removed or disabled as a result of a mistake or a misidentification of the material
- your name, address, telephone number and email address, along with a statement that you consent to the jurisdiction of the federal court in Suffolk County, Massachusetts and a statement that you will accept service of process from the person who provided notification of the alleged infringement

If a counter notification is received by the Copyright Agent, JArts may send a copy of such counter notification to the original notifying party. The original notifying party shall have ten (10) business days to file an action for copyright infringement and seek a court order against the content provider or user posting such material. If no such infringement action is filed within such 10 business days, we may, in our sole discretion, reinstate the removed material or cease disabling such material.

In accordance with the DMCA and other applicable law, JArts may, in appropriate circumstances, terminate access, at JArts' sole discretion, of any user that we find to be a repeat infringer of others' copyrights. JArts may also, in its sole discretion, limit or fully terminate access to the Sites of any user infringing the intellectual property rights of others, regardless of whether such user is a repeat offender or not.

#### **Miscellaneous Terms**

These Terms of Use and all performances and claims of every nature (including without limitation, contract, tort and strict liability) relating in any way to any aspect of the Sites are governed by the laws of the Commonwealth of Massachusetts without regard to any conflicts of laws or principles that would result in the application of the law of a different jurisdiction. Any disputes regarding such claims or arising under or related in any way to these Terms of Use or the Sites shall be heard exclusively in the appropriate forum in Massachusetts. You and JArts agree to submit to the personal and exclusive jurisdiction of the courts located within Suffolk County, Massachusetts. You hereby waive any claim or defense that such forum is not convenient or proper, and consent to service of process by any means authorized by Massachusetts or federal law.



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