JE LIS, JE LIS, LITTÉRATIE! ONLINE

EDUCATOR TERMS AND CONDITIONS OF USE AND PRIVACY POLICY

Welcome to Je lis, je lis, littératie online streamed reading program.

These terms and conditions (“Terms and Conditions”) govern your access to and use of this website, including any content, functionality and services offered by us on or through this site (such content, services and the site are collectively referred to as the “Je lis Service”).

The Je lis Service is operated by RK Publishing Inc. (“RK Publishing”, “us”, “our” or “we”), which is located at 3089 Bathurst Street, Suite 308, Toronto, Ontario, M6A 2A4. E-mail: frenchtextbooks@rkpublishing.com

BY USING THE JE LIS SERVICE AND WEBSITE, YOU ACCEPT AND AGREE TO BE BOUND AND COMPLY WITH THESE TERMS AND CONDITIONS, WHICH INCLUDE OUR PRIVACY POLICY.

CONTENT AND LICENSE

Upon your access of the Je lis Service using a valid username (generally an email address) that was provided to you by us, or by a school or school board authorized to do so, and upon entering your valid password, we provide you with a non-exclusive license to view and display the readers and other content on the Je lis Service for as long as your account remains active.

All content that is made available by us to you on the Je lis Service is licensed and not sold to you.

The readers and content that are made available to you, as well as the period of time during which they will be available, are determined by you, your school or your school board, based on the separate license and agreement that you, your school or school board has entered into with us (the “Purchase Order”).

Depending on the terms set out in the Purchase Order, the Je lis Service may permit you to create student accounts under the Je lis Service and to issue usernames and passwords to, and authorize access of the Je lis Service by, your students.

The number of student accounts that you are permitted to create at any given time, the readers and other content that you are permitted to make available to each student under his or her account, and the length of time that such content will remain available for access by a student, are determined by the terms of the applicable Purchase Order.

The information and material on the Je lis Service may be changed, withdrawn, or terminated at any time in our sole discretion without notice. We will not be liable if, for any reason, all or any part of the Je lis Service is restricted to users or unavailable at any time or for any period.

YOUR USE OF THE JE LIS SERVICE AND SECURITY
The security of your personal information is very important to us. We use physical, electronic, and administrative measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration, and disclosure.

The safety and security of your information also depends on you. Users are responsible for obtaining their own access to the Je lis Service.

Any username, password, or any other piece of information chosen by you, or provided to you as part of our security procedures, must be treated as confidential, and you must not disclose it to any other person or entity.

Your account is personal to you and you agree not to provide any other person with access to the Je lis Service or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security.

**PRIVACY**

RK Publishing collects your name and email address.

By using the Je lis Service you are also consenting to the use of cookies which allow a server to recall previous requests or registration or IP addresses to analyze website use patterns. You can set your browser to notify you before you receive a cookie, giving you the chance to decide whether to accept it. You can also set your browser to turn off cookies. If you do, however, some areas of the Je lis Service may not function adequately.

The Je lis Service may provide information to us about your use of the Je lis Service.

Depending on the nature and terms of the applicable Purchase Order, and depending on the nature of the rights cleared for the content that you access on the Je lis Service, the Je lis Service may permit you to make audio recordings of the Je lis Service content that is read aloud by you (each a “Personal Recording”), for playback by you, your students, the school or school board, using the Je lis Service, so that your students have an opportunity to hear you read content aloud, and so that you have opportunity to evaluate your students’ reading and comprehension and to provide guidance and critical feedback.

You will always know when the Je lis Service is making an audio recording, such as of your voice reading literary content from the Je lis Service.

Information about the manner in which you are reading content on the Je lis Service, and recordings of such readings, may be shared by us with your students, or the school or board that engaged RK Publishing to provide the Je lis Service to you.

Except as set out above, we will never disclose any of your personal information to any person.

Information provided to us may be stored on servers outside the country in which you live.

RK Publishing may collect non-personal information that does not directly or indirectly reveal your identity or directly relate to an identifiable individual, such as statistical or aggregated...
information. Statistical or aggregated data does not directly identify a specific person, but we may derive non-personal statistical or aggregated data from personal information. For example, we may aggregate personal information to calculate the percentage of users accessing a specific Je lis Service feature.

RK Publishing may also collect certain technical information, including login information, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform, or information about your internet connection, the equipment you use to access our Je lis Service, and usage details.

We welcome your questions, comments, and requests regarding our privacy policy and our privacy practices. Please contact us at frenchtextbooks@rkpublishing.com

**INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP**

The Je lis Service and its entire contents, features, and functionality, are owned by RK Publishing or its licensors and are protected by intellectual property laws including without limitation, copyright, trademark and other proprietary rights.

You may only use the Je lis Service for your own personal and non-commercial use.

You may not sell, rent, lease, distribute, reproduce, compile for an internal database, distribute, modify, publicly display, publicly perform, republish, download, store, or transmit any of the content on our Je lis Service, in any form or medium whatsoever except as expressly contemplated by the Je lis Service.

For greater clarity, given that any Personal Recordings made by you or your students are recordings of licensed written content provided by us to you under license, you may not under any circumstances download, store, transmit or post copies of Personal Recordings. All Personal Recordings must remain on the Je lis Service.

By making a Personal Recording, you grant us and our licensees, successors, and assigns the right to a world-wide, royalty free, perpetual, irrevocable, non-exclusive licence to reproduce and store the Personal Recordings as a part of the Je lis Service, and to perform and play back those Recordings to students, your school and school board, as the case may be, for the purposes expressly contemplated by this Agreement and the Je lis Service.

**GEOGRAPHIC RESTRICTIONS**

RK Publishing and the Je lis Service is based in Canada. We provide the Je lis Service for use only by persons located in Canada.

**DISCLAIMER OF WARRANTIES**

OUR CONTENT AND SERVICES OFFERED ON THIS SITE ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OR CONDITION WHATSOEVER BY RK PUBLISHING, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR CONDITION: (A) OF MERCHANTABILITY; (B) OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD
PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

WE CANNOT AND DO NOT GUARANTEE OR WARRANT THAT FILES OR DATA AVAILABLE FOR DOWNLOADING FROM THE INTERNET OR THE JE LIS SERVICE WILL BE FREE OF VIRUSES OR OTHER DESTRUCTIVE CODE. YOU ARE SOLELY AND ENTIRELY RESPONSIBLE FOR YOUR USE OF THE JE LIS SERVICE AND YOUR COMPUTER, INTERNET, AND DATA SECURITY. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DENIAL-OF-SERVICE ATTACK, DISTRIBUTED DENIAL-OF-SERVICE ATTACK, OVERLOADING, FLOODING, MAILBOMBING, OR CRASHING, VIRUSES, TROJAN HORSES, WORMS, LOGIC BOMBS, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE JE LIS SERVICE OR ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE JE LIS SERVICE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY JE LIS SERVICE LINKED TO IT.

LIMITATION OF LIABILITY

EXCEPT WHERE SUCH EXCLUSIONS ARE PROHIBITED BY LAW, UNDER NO CIRCUMSTANCE WILL RK PUBLISHING OR ITS AFFILIATES OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, OR SUCCESSORS BE LIABLE FOR NEGLIGENCE, GROSS NEGLIGENCE, NEGLIGENT MISREPRESENTATION, FUNDAMENTAL BREACH, DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, BREACH OF PRIVACY, OR OTHERWISE, EVEN IF THE PARTY WAS ALLEGEDLY ADVISED OR HAD REASON TO KNOW, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, OR RELIANCE ON, THE JE LIS SERVICE, ANY SHOPS, LINKED WEBSITES OR SUCH OTHER THIRD-PARTY WEBSITES, NOR ANY JE LIS SERVICE CONTENT, MATERIALS, POSTING, OR INFORMATION THEREON EVEN IF THE PARTY WAS ALLEGEDLY ADVISED OR HAD REASON TO KNOW.

GOVERNING LAW AND CHOICE OF FORUM

The Je lis Service and these terms of use will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Canada, without giving effect to any choice or conflict of law provision, principle, or rule (whether of the laws of
the Province of Ontario or any other jurisdiction) and notwithstanding your domicile, residence, or physical location.

**ENTIRE AGREEMENT**

The Terms and Conditions constitute the sole and entire agreement between you and RK PUBLISHING regarding the Je lis Service and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

October 2020