

Terms of Use

Last Modified: 12/09/21

Acceptance of the Terms of Use

These terms of use are entered into by and between You and the International Society for Technology in Education, Inc. (“**ISTE**,” “**we**,” or “**us**”). The following terms and conditions (“**Terms of Use**”) govern your access to and use of the Learning Technology Directory (LTD) / ULTID, including any content, functionality, and services offered on or through <https://ltd.iste.org> or the application programming interface (the “**Directory**”).

Please read the Terms of Use carefully before you start to use the Directory. **By using the Directory you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at <https://iste-policies.s3.amazonaws.com/legal+documents/Privacy+Policy.pdf>, incorporated herein by reference.** Our Privacy Policy explains how we may collect and use information from and about you when you visit the Directory. If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Directory.

By using this Directory, you represent and warrant that you at least 18 years of age and of legal age to form a binding contract with ISTE.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Directory thereafter.

Accessing the Directory and Account Security

We reserve the right to withdraw or amend any service or material we provide on the Directory, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Directory is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Directory, or the entire Directory, to users, including registered users.

You are responsible for both:

- Making all arrangements necessary for you to have access to the Directory.
- Ensuring that all persons who access the Directory are aware of these Terms of Use and comply with them.
- Ensuring that all persons who access the Directory through your internet connection are aware of these Terms of Use and comply with them.

It is a condition of your use of the Directory that all the information you provide on the Directory is correct, current, and complete.

To access the Directory or some of the resources it offers, you may be asked to provide certain registration details or other information. You agree that all information you provide to register with this Directory or otherwise, including, but not limited to, through the use of any interactive features on the Directory, is governed by our Privacy Policy and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Directory or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

Intellectual Property Rights

The Directory and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by ISTE, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Directory in accordance with the API and Data License Agreement which is hereby incorporated into these Terms of Use. The downloading, reproduction, distribution, republication, uploading, transmission, or retransmission of, or creation of derivative works from, sale, rent, licensing, or transfer any of the Directory's contents, other than in accordance with the API and Data License Agreement, is strictly prohibited without the written permission of ISTE or the third party that may own the Intellectual Property displayed on the Directory. Any use of the Directory not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

Prohibited Uses

You may use the Directory only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Directory:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail," "chain letter," "spam," or any other similar solicitation.

- To impersonate or attempt to impersonate ISTE, an ISTE employee, another user, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Directory, or which, as determined by us, may harm ISTE or users of the Directory, or expose them to liability.

Additionally, you agree not to:

- Use the Directory in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Directory, including their ability to engage in real time activities through the Directory.
- Use any robot, spider, or other automatic device, process, or means to access the Directory for any purpose, including monitoring or copying any of the material on the Directory.
- Use any manual process to monitor or copy any of the material on the Directory, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Directory.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Directory, the server on which the Directory is stored, or any server, computer, or database connected to the Directory.
- Attack the Directory via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Directory.

User Contributions

The Directory may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, and other interactive features (collectively, "Interactive Services") that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, "post") content or materials (collectively, "User Contributions") on or through the Directory.

Any User Contribution you post to the Directory will be considered non-confidential and non-proprietary. By providing any User Contribution on the Directory, you grant us and our licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose consistent with the terms of the API and Data License Agreement, which is hereby incorporated into these Terms of Use.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our licensees, successors, and assigns.
- All of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of the Website.

Monitoring and Enforcement; Termination

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Directory or the public, or could create liability for the Company.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Directory.
- Terminate or suspend your access to all or part of the Directory for any violation of these Terms of Use.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Directory. **YOU WAIVE AND HOLD HARMLESS THE COMPANY FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER THE COMPANY OR LAW ENFORCEMENT AUTHORITIES.**

However, we do not undertake to review material before it is posted on the Directory, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Communication

By providing your email address, phone number, or other points of contact through the Directory, you agree we may communicate with you electronically or over the phone. You agree

to receive communications from or on behalf of us at any email address, phone number, or other point of contact you provide through the Directory.

Digital Millennium Copyright Act

Any copyright owner or its agent that believes that any Materials or other content on the Directory infringes upon its copyright(s) should give written notice to ISTE's authorized agent, listed below, in accordance with the Digital Millennium Copyright Act ("DMCA"). The notice to ISTE shall contain the following information:

- A physical or electronic signature of the copyright owner or the individual authorized to act on behalf of the owner of a copyright that has allegedly been infringed upon;
- Identification of the copyrighted work claimed to have been infringed, or a representative list of such works;
- Identification of the copyrighted work that is claimed to be infringing or to be the subject of infringing activity that is reasonably sufficient to permit ISTE to locate the material;
- The contact information of the copyright owner or the individual authorized to act on behalf of the copyright owner, such as an address, telephone number, and, if available, an email address;
- A statement that the copyright owner or the individual authorized to act on behalf of the copyright owner has a good faith reasonable belief that the particular use of the identified material is not authorized by the copyright owner, its agent, or the law; and
- A statement, under penalty of perjury, that the information in the notification is accurate, and that the individual submitting the notice is authorized to act on behalf of the owner of the copyright that has been allegedly infringed.

Any copyright owner or its agent may provide written submissions of alleged infringements to ISTE's designated Copyright Agent at dmca@iste.org. A notice may not be valid if it fails to comply with all of the above-listed requirements.

Changes to the Directory

We may update the content on this Directory from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Directory may be out of date at any given time, and we are under no obligation to update such material.

Information About You and Your Visits to the Directory

All information we collect on this Directory is subject to our Privacy Policy. By using the Directory, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Online Purchases and Other Terms and Conditions

All purchases through our site or other transactions for the sale of information formed through the Directory, or resulting from visits made by you, are governed by our API and Data License Agreement which is hereby incorporated into these Terms of Use.

Additional terms and conditions may also apply to specific portions, services, or features of the Directory. All such additional terms and conditions are hereby incorporated by this reference into these Terms of Use.

Linking to the Directory and Social Media Features

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part.

This Directory may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on this Directory.
- Send emails or other communications with certain content, or links to certain content, on this Directory.
- Cause limited portions of content on this Directory to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us. Subject to the foregoing, you must not:

- Establish a link from any Directory that is not owned by you.
- Cause the Directory or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
- Link to any part of the Directory other than the homepage.
- Otherwise take any action with respect to the materials on this Directory that is inconsistent with any other provision of these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

Links from the Directory

If the Directory contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Directory, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that information downloaded from the internet or the Directory will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining

a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE DIRECTORY OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE DIRECTORY OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY DIRECTORY LINKED TO IT.

YOUR USE OF THE DIRECTORY, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE DIRECTORY IS AT YOUR OWN RISK. THE DIRECTORY, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE DIRECTORY ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER ISTE NOR ANY PERSON ASSOCIATED WITH ISTE MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE DIRECTORY. WITHOUT LIMITING THE FOREGOING, NEITHER ISTE NOR ANYONE ASSOCIATED WITH ISTE REPRESENTS OR WARRANTS THAT THE DIRECTORY, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE DIRECTORY WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE DIRECTORY OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE DIRECTORY WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, ISTE HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL ISTE, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE DIRECTORY, ANY DIRECTORIES LINKED TO IT, ANY CONTENT ON THE DIRECTORY OR SUCH OTHER DIRECTORIES, 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, OR OTHERWISE, EVEN IF FORESEEABLE.

Indemnification

You agree to defend, indemnify, and hold harmless ISTE, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Directory, including, but not limited to, any use of the Directory's content, services, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Directory.

Governing Law and Jurisdiction

All matters relating to the Directory and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the Commonwealth of Virginia without giving effect to any choice or conflict of law provision or rule (whether of Virginia or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Directory shall be instituted exclusively in the United States District Court for the Eastern District of Virginia, Alexandria Division, or the courts of the State of Virginia located in Arlington County. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Waiver and Severability

No waiver by ISTE of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of ISTE to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

The Terms of Use, our Privacy Policy, Cookie Policy, and API and Data License Agreement constitute the sole and entire agreement between you and ISTE regarding the Directory and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Directory.

Your Comments and Concerns

If you have any questions or comments related to the Directory, please contact us:

E-mail: iste@iste.org

Phone: 800.336.5191 (U.S. & Canada)

Phone: 503.342.2848 (International)
Fax: 503.882.0813

<https://www.iste.org/about/contact>