

TERMS OF USE

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

1. WHAT'S IN THESE TERMS?

1.1 These terms tell you the rules for using our website chedidfoundation.org (**our site**).

2. WHO WE ARE AND HOW TO CONTACT US

2.1 chedidfoundation.org is a site operated by Chedid Foundation, a non-profit association founded in Lebanon, registered at the Ministry of the Interior under No. 2246 on 5/12/2019(Chedid Foundation, we, us). We are located at Chedid Re House, Presidential Palace Avenue, Baabda, Lebanon P.O. Box 16-6515, Beirut, Lebanon

2.2 You can contact us, by email at info@chedidfoundation.org or telephone on +961 5 956 080

3. BY USING OUR SITE YOU ACCEPT THESE TERMS

3.1 By accessing or using our site, you confirm that you accept these terms of use, our privacy policy and our cookie policy and that you agree to comply with them. Please read these terms carefully before accessing or using the information available through our site.

3.2 These terms will constitute a legal agreement between **you** (the user of our site) and us. If you do not agree to these terms, you must not use our site.

3.3 We recommend that you print a copy of these terms for future reference.

4. WE MAY MAKE CHANGES TO THESE TERMS

4.1 We may modify or amend these terms at any time without notice. By using our site you are agreeing to be bound by the current version of these terms.

4.2 Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time. These terms were most recently updated on 19 April 2021.

4.3 If you do not agree with any of the terms or any changes to the terms, you must immediately stop using our site.

5. WE MAY MAKE CHANGES TO OUR SITE

We may update and change our site from time to time to reflect changes to our services, our users' needs.

6. WE MAY SUSPEND OR WITHDRAW OUR SITE

6.1 Our site is made available free of charge.

6.2 We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

6.3 You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

7. **WE MAY TRANSFER THIS AGREEMENT TO SOMEONE ELSE**

We may transfer our rights and obligations under these terms to another organisation or foundation. Where possible under applicable law, we will endeavour to inform you if this happens.

8. **REPRESENTATION**

We are registered in Lebanon and we do not represent that content available on or through our site is appropriate for use or available in other locations, or that it complies with applicable laws in other countries.

9. **HOW YOU MAY USE MATERIAL ON OUR SITE**

9.1 We are the owner or the licensee of all intellectual property rights in our site, the material published on it are protected by copyright laws and treaties around the world. All such rights are reserved.

9.2 You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

9.3 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

9.4 Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

9.5 You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

9.6 If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

9.7 You may use our site only for lawful purposes. You may not use our site:

9.7.1 in any way that breaches any applicable local, national or international law or regulation;

9.7.2 in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect;

9.7.3 to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or

9.7.4 to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

9.8 You also agree not to access without authority, interfere with, damage or disrupt:

9.8.1 any part of our site;

9.8.2 any equipment or network on which our site is stored;

- 9.8.3 any software used in the provision of our site; or
- 9.8.4 any equipment or network or software owned or used by any third party.
- 9.9 Failure to comply with this Clause constitutes a material breach of these terms, and may result in our taking all or any of the following actions:
 - 9.9.1 immediate, temporary or permanent withdrawal of your right to use our site;
 - 9.9.2 issue of a warning to you;
 - 9.9.3 legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
 - 9.9.4 further legal action against you; and/or
 - 9.9.5 disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

We exclude our liability for all action we may take in response to breaches of these terms. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

- 9.10 Where applicable, we shall deem you liable for the acts or omissions of your directors, officers, employees, contractors, agents or subcontractors in the event of any breach of these terms, whether arising as a matter of contract, tort (including negligence), fraud or otherwise.

10. **DO NOT RELY ON INFORMATION ON THIS SITE**

- 10.1 The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.
- 10.2 Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

11. **WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO**

- 11.1 Where our site contains links to other sites, products, services and resources provided by third parties (the **External Links**), such External Links are provided solely for your convenience and not as an endorsement by us of the content of such External Links. You acknowledge that we are not responsible for the availability of, or information and content of any External Sites.
- 11.2 If you decide to access any External Site, you do so at your own risk. We do not accept any liability and shall not be liable to you for any loss or damage arising from or as a result of your acting upon content of another website to which you may link from our site. We shall be under no liability whatsoever in consequence of any of the risks whether by way of indemnity or otherwise, arising out of, in relation to or resulting from or in respect of such External Site or for any loss or damage that may arise from your use of them. Your use of the External Site will be subject to the terms and conditions contained within each such site.

12. **DONATING THROUGH OUR SITE**

- 12.1 We accept your donations through our site by credit or debit card. You acknowledge that you possess a valid credit or debit card issued by a bank acceptable to us and that you are an

authorized user of the credit or debit card used to place your donation. The credit or debit card transactions are carried out through a secure checkout provided by an accredited payment gateway. After you fill in the required information on our site, you will be redirected to the secure payment page of our chosen accredited payment gateway, which is an External Link, where you key-in your credit/debit card information and submit the order for payment. Please note that, at no time, do we have access to the information entered on the payment gateway page. The accredited payment gateway page is not operated by us, we have no control over such page. In case you notice any illegal or unusual activity on your card kindly contact your card issuer (your bank) who will be your only contact person in this case and not Chedid Foundation. Your bank will investigate the issue and may or may not, contact our accredited payment gateway if they deem necessary.

13. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 13.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so.
- 13.2 We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.
- 13.3 We will not be liable to you for any loss or damage, whether in contract, tort, breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with the use of, or inability to use, our site or the External Sites; or use of or reliance on any content displayed on our site or the External Sites.

14. HOW WE MAY USE YOUR PERSONAL INFORMATION

- 14.1 We will only use your personal information as set out in our [Privacy Policy](#).

15. WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM

- 15.1 We do not guarantee that our site or the External Sites will be secure or free from bugs or viruses.
- 15.2 You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.
- 15.3 You must not misuse our site by knowingly introducing viruses, Trojan horses, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under applicable laws. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

16. RULES ABOUT LINKING TO OUR SITE

- 16.1 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
- 16.2 You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- 16.3 You must not establish a link to our site in any website that is not owned by you.
- 16.4 Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

- 16.5 We reserve the right to withdraw linking permission without notice.
- 16.6 If you wish to link to or make any use of content on our site other than that set out above, please contact us by email at info@chedidfoundation.org or telephone on +961 5 956 080.

17. **GENERAL**

- 17.1 These terms of use contain the entire agreement between you and us in relation to the subject matter it deals with and neither you nor us shall rely on or be bound by an earlier agreement or anything said or done by or on behalf of one of you or us before these terms of use were executed.
- 17.2 Each provision of these terms of use is individually severable. If any provision is or becomes illegal, unenforceable or invalid in any jurisdiction it is to be treated as being severed from these terms of use, but the rest of these terms of use will remain valid and enforceable.
- 17.3 These terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by the laws of Lebanon. We both agree to the exclusive jurisdiction of the courts of Beirut, Lebanon.