

Terms and Conditions

1. Terms and Conditions of Website Use

1.1. This page tells you the terms and conditions (the "**Terms**") on which you may make use of the website <http://www.portal9journal.org> (the "**Portal 9 Website**"), whether as a guest or a contributor. Please read the Terms carefully before you start to use the Portal 9 Website.

1.2. By using the Portal 9 Website, you indicate that you accept the Terms and that you agree to abide by them. If you do not agree to the Terms, please refrain from using the Portal 9 Website.

2. Operation of Portal 9 Website

Portal 9 Website <http://www.portal9journal.org> is operated by Solidere Management Services S.A.L. a company organized and existing under the laws of the Republic of Lebanon, with its registered office at building 149 Marfaa, Saad Zaghoul Street, off Foch Street, P.O. Box 119493 Beirut, Lebanon (the "**Company**")

3. Accessing the Portal 9 Website, its Availability and Amendment

3.1. Access to the Portal 9 Website is permitted on a temporary basis, and the Company reserves the right to withdraw or amend at its absolute discretion the service it provides on the Portal 9 Website without notice.

3.2. The Company will not be liable if for any reason the Portal 9 Website is unavailable at any time or for any period.

3.3. From time to time, the Company may restrict access to some parts or all of the Portal 9 Website.

3.4. The Company aims to update the Portal 9 Website regularly and may change the content at any time.

3.5. Any of the material appearing on the Portal 9 Website may be out of date at any given time, and the Company is under no obligation to update such material.

4. Intellectual Property Rights

4.1. Ownership of the intellectual property rights in the materials on the Portal 9 Website: © 2012 Solidere Management Services S.A.L. All rights reserved.

Unless otherwise stated, the Company is the owner or licensee of all intellectual property rights (including all copyright) in all text, graphics and computer code on this website, the overall design of this site, and the selection, arrangement and presentation of all materials on this site.

4.2. No articles published on the Portal 9 Website may be reproduced, used, stored in a website or other form of electronic retrieval system without the express prior written permission of the Company.

4.3. The permitted use under Clause 4.2 above, is on condition that:

(a) no article is dealt with or commented on adversely or inappropriately or contrary to any moral rights;

(b) a link to this website is included between the headline and first paragraph of the article; and

(c) that the statement below is included at the end of the article:

"© Solidere Management Services S.A.L. All rights reserved. Solidere Management Services S.A.L. licenses the use of this article. This article cannot be reproduced without compliance with the terms and conditions of Solidere Management Services S.A.L. (see [Insert link])".

4.4. If material on this website is:

(a) used or commented on in a manner or for purposes considered adverse or inappropriate or contrary to its rights by the Company; or

(b) if it is used in a manner not permitted by the Company or contrary to its rights as set out in Clause 4.2 and 4.3 above, then the Company reserves all its rights to seek any and all relief available under all relevant applicable laws.

4.5. The Company may at any time revoke the licence to use material on this website and demand that the material be removed from any other website or other form of publication where such material appears.

4.6. For details of intellectual property rights in contributions (whether commissioned by the Company or not) to the Portal 9 Website, see Clause 12(d) below.

5. Reliance on Information Posted

5.1. Commentary and other materials posted on the Portal 9 Website are not intended to amount to advice on which reliance should be placed.

5.2. The Company disclaims all liability and responsibility arising from any reliance placed on such materials by any visitor to or user of the Portal 9 Website.

6. Liability for material posted on the Portal 9 Website by the Company

6.1. The material displayed on the Portal 9 Website is provided without any guarantees, conditions or warranties as to its accuracy.

6.2. To the extent permitted by law, the Company, its subsidiaries and affiliates, hereby expressly exclude:

(a) all conditions, warranties and other terms which might otherwise be implied by law; and

(b) any liability for any direct, indirect, special, incidental, punitive, consequential or other damage incurred by any user in connection with the Portal 9 Website or in connection with the use, inability to use, or results of the use of the Portal 9 Website, any websites linked to it and any materials posted on it, including reproduction of material in accordance with Clause 4 of these Terms and, without limitation, any liability for:

(i) loss of income or revenue;

(ii) loss of business;

(iii) loss of profits or contracts;

(iv) loss of anticipated savings;

(v) loss of data;

(vi) loss of goodwill;

(vii) wasted management or office time; and

(viii) for any other loss or damage of any kind, however arising and whether

caused by extra contractual civil liability (including negligence), breach of contract or otherwise, even if foreseeable.

7. Liability for material posted on the Portal 9 Website by you

7.1. Whenever you make use of a feature that allows you to upload material to the Portal 9 Website, you must comply with the content standards set out at Clause 12 below.

8. Viruses, hacking and other offences

8.1. You must not misuse the Portal 9 Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful.

8.2. You must not attempt to gain unauthorized access to the Portal 9 Website, the server on which the Portal 9 Website is stored or any server, computer or database connected to the Portal 9 Website.

8.3. You must not attack the Portal 9 Website via a denial-of-service attack or a distributed denial-of service attack.

8.4. The Company will report any such breach to the relevant law enforcement authorities and it will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Portal 9 Website will cease immediately.

8.5. The Company 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 Portal 9 Website or to your downloading of any material posted on it, or on any website linked to it.

9. Linking to the Portal 9 Website

9.1. You may link to the home page of the Portal 9 Website, provided you do so in a way that is fair and legal and does not damage the Company's 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 the Company's part where none exists.

9.2. The Portal 9 Website must not be framed on any other site.

9.3. You must not establish a link from any website that is not owned by you.

10. Links from the Portal 9 Website

10.1. Where the Portal 9 Website contains links to other sites and resources provided by third parties, these links are provided for your information only.

10.2. The Company has no control over the contents of those sites or resources, and accepts no responsibility for them or for any loss or damage that may arise from your use of them.

11. Prohibited uses

You may use the Portal 9 Website only for lawful purposes. You may not use the Portal 9 Website:

(a) In any way that breaches any applicable local, national or international law or regulation.

(b) In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.

(c) For the purpose of harming or attempting to harm minors in any way.

- (d) To send, knowingly receive, upload, download, use or re use any material which does not comply with the content standards set out at Clause 12 below.
- (e) To transmit any unsolicited or unauthorized advertising or promotional material or any other form of similar solicitation (spam).

12. Content Standards

By submitting a contribution to this website (whether commissioned by the Company or not), you agree that the following terms, conditions and content standards will apply:

- (a) The Company may at its absolute discretion remove, or disable access to, any contribution which it deems to be potentially defamatory of any person or which it deems unlawful or in violation of any third party rights. The Company expressly excludes its liability for any loss or damage arising from the use of the Portal 9 Website by any person.

13. Breach |

Failure by you to comply with the Terms may result in the Company taking all or any of the following actions:

- (a) immediate, temporary or permanent removal of any contribution already posted on the Portal 9 Website;
- (b) issue of a warning to you;
- (c) suspension of your right to use the Portal 9 Website;
- (d) 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;
- (e) further legal action against you; and/or
- (f) disclosure of such information to law enforcement authorities as the Company reasonably feel is necessary or as required by law.

14. Jurisdiction and applicable law

The Lebanese courts of Beirut shall have jurisdiction over any claim arising from, or related to, a visit to the Portal 9 Website, although the Company retains the right to bring proceedings against you for breach of the Terms in your country of residence or any other relevant country.

15. Trademark

- 15.1. "PORTAL 9" is a registered Trademark (no. 465) owned by the Company.
- 15.2. The Terms do not constitute a license of the Portal 9 Trademark.

16. Variations to the Terms

- 16.1. The Company may revise these Terms of use at any time by amending this page.
- 16.2. You are expected to check this page from time to time to take notice of any changes the Company makes.