

Terms and Conditions

TERMS OF USE

Welcome to ALEF.org (“Site”), owned and operated by the American Lebanon Education Foundation (ALEF) (“we,” “us,” or “our”). The following Terms of Use govern your access to and use of the Site, including any content, functionality and services (“Services”) offered on and through the Site. Please take the time to read the full Terms of Use. You accept and agree to be bound by these Terms of Use when you use the Site, without limitation, when you view or access content or videos on the Site.

This Site is offered and available to users who are 18 years of age or older and reside in the United States or any of its territories or possessions. By using this Site or registering as a user, you represent and warrant that you are of legal age to form a binding contract with us and meet all the foregoing eligibility requirements, and you are agreeing to legally bind yourself to these Terms of Use. If you do not meet all of these requirements or do not wish to be bound by these Terms of Use, you must not access or use the Site.

IMPORTANT NOTICE – THESE TERMS OF USE CONTAIN AN ARBITRATION AGREEMENT AND CLASS ACTION WAIVER, WHICH AFFECT YOUR LEGAL RIGHTS. YOU SHOULD REVIEW THIS DOCUMENT IN ITS ENTIRETY BEFORE ACCESSING OR USING THE SITE OR SERVICES.

I. Governing Terms

These Terms of Use, along with any additional terms and conditions that are referenced herein or that are presented elsewhere on the Site in relation to a specific service or feature (collectively, "Terms of Use") and our Privacy Policy, set forth the terms and conditions that apply to your use of the Site. By using the Site, you agree to comply with all of the terms and conditions hereof. If you do not agree to these Terms of Use, you must not access or use this Site.

II. Account Membership

Visitors to the Site who are United States citizens or Permanent Residents of the United States may create an account on this Site. By creating an account on the Site and by providing your email address, you are affirmatively opting in to receive communications from ALEF and are deemed a member of the Organization. Once you create an account and, as such, affirmatively accept ALEF's invitation to become a member, you will receive an annual notice of membership renewal. Membership shall be deemed automatically renewed unless you choose to unsubscribe from further ALEF communications.

III. Limited License; Changes to the Terms of Use

Upon your acceptance of these Terms of Use, we grant you a revocable, non-exclusive, non-transferable, limited license to access and view this Site and the Site materials. All rights not expressly granted to you herein are reserved by Us; there are no implied licenses under these Terms of Use. The license granted to

you in these Terms of Use is expressly conditioned on your continued compliance with these Terms of Use.

Please note that ALEF 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 Site thereafter. Your continued use of the Site as a visitor or registered user following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this Site so you are aware of any changes, as they are binding on you. If you object to any provision of these Terms of Use or any subsequent modification, or become dissatisfied with the Site in any way, your sole recourse is to immediately terminate your use of the Site.

IV. Changes to the Site

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

V. Accessing the Site

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

You are responsible for:

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

VI. Prohibited Uses and Conduct

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

- In any way that violates any applicable international, federal, state, or local law or regulation.
- To impersonate or attempt to impersonate us, our employees, another user or any other person or entity or allow another user to use or to access the Site or Services.
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined by us, may harm us or users of the Site or expose them to liability.

Additionally, you agree not to:

- Use the Site in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Site, including their ability to engage in real time activities through the Site.

- Use any robot, spider or other automatic device, process or means to access the Site for any purpose, including monitoring or copying any of the material on the Site.
- Use any manual process to monitor or copy any of the material on the Site or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Site.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Site or Service, the server on which the Site is stored, or any server, computer or database connected to the Site.
- Attempt to manipulate our Site (or any of the features or functionality of the Site) in an unfair, improper or inappropriate manner, or in a manner that creates an unfair, improper or inappropriate advantage or benefit for you or any other user (all as determined by us in our sole judgment);
- Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Site or Services.
- Attack the Site via a denial-of-service attack or a distributed denial-of-service attack.
- Use this Site for commercial purposes or in any manner that competes with any of the Services of the Site.

- Remove, alter, bypass, avoid, interfere with, or circumvent any copyright, trademark, or other proprietary rights or notices marked on the Site or Services;
- Otherwise attempt to interfere with the proper working of the Site.

You agree that ALEF may take any measures we deem appropriate, in our sole discretion, to prevent the violation of, and to enforce, these Terms of Use. You agree that ALEF may take any actions permitted or required by law (including the suspension or termination of your access to the Site and the Services) if we believe, in our sole discretion, that you are engaging in activities that (i) violate these provisions (or other terms in these Terms of Use), (ii) could expose us or our vendors or business partners to liability, or (iii) could harm our business reputation.

VII. Ownership of the Site and Our Content

The Site, and its Content, are provided solely for your personal, non-commercial use in accordance with these Terms of Use. You agree that the Site and Services (and all content contained therein) are protected by intellectual property and other laws and are the property of ALEF (hereinafter "ALEF Property"). You may not, and you agree you will not, modify, copy, reproduce, prepare derivative works from, license, sell, rent, transfer, translate, redistribute, transmit, republish, reverse engineer, decompile, or disassemble any ALEF Property in any way without the prior written permission of ALEF.

The Content of the Site is further protected under United States copyright, trademark, patent, trade secret, and other intellectual

property or proprietary rights laws, to the extent applicable. You must abide by all copyright notices, information, or restrictions contained in or attached to any ALEF Property. All rights not expressly granted herein are reserved to ALEF.

VIII. Ownership of and Our Right to Your Materials

At its sole discretion, ALEF may make available to you the ability to post, submit, email or otherwise make available on the Site or the Services (including via email to us) information, text or materials ("Your Materials"). You are entirely responsible for Your Materials, and you represent and warrant that Your Materials do not include confidential or proprietary information or violate any other party's intellectual property rights. As between you and us, you retain ownership and any intellectual property rights in any materials that are contained in Your Materials, subject to the non-exclusive rights that you grant to us in the Terms of Use. You grant us an irrevocable, perpetual, non-exclusive, royalty-free, fully-paid, transferrable, sublicensable, worldwide license to use, reproduce, modify, transmit, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise exploit, Your Materials in any form, technology or media now known or hereafter developed. You hereby waive any moral rights you may have in Your Materials under the laws of any jurisdiction. You agree we may exercise any of these rights without compensation or attribution to you.

IX. Social Media Sites

As part of the Services, the Site may also provide links to officially monitored and curated social media channels that also display ALEF Property and Content. Your use of these linked ALEF social

media channels is also subject to these Terms of Use, as well as the Terms of Use of the social platform from which you access this content.

ALEF social medial channels may include, without limitation, ALEF's Facebook page, Twitter account, Instagram account, YouTube channel, LinkedIn page, and any ALEF mobile apps.

ALEF reserves all rights relating to our social media channels, including, without limitation,

- Adding, removing, or modifying any content;
- Blocking harassing and disruptive users;
- Discontinuing any of our social media channels at any time.

ALEF does not warrant that the information on these social media channels is complete, reliable, useful, or otherwise accurate. Do not rely solely on the information presented on these social media platforms for information or advice of any kind. Further, ALEF does not create nor control any opinions or statements expressed by others within its social media channels, including those that Follow, Like, re-Tweet, re-post, or otherwise share ALEF content therein, nor does any similar action undertaken by ALEF concerning another user's content constitute an endorsement of that user.

X. User-Generated Content

The Site may contain sections, forums, or other interactive features ("Interactive Areas") in which you may post or upload user-generated content ("User-Generated Content"). You are solely responsible for your use of any Interactive Areas and you use them at your own risk. Interactive Areas are available for individuals

aged 18 years or older. By providing any such submission, any material will be deemed and remain the property of ALEF. You represent and warrant that the owner of such User-Generated Content has expressly granted ALEF a royalty-free, perpetual, irrevocable, world-wide non-exclusive license to use, reproduce, display, modify, publish, edit, translate, distribute, perform, and create derivative works from Content in any media or medium, form, or forum known of hereafter developed.

XI. Monitoring

ALEF shall have the right, but not obligation, to monitor user content (“User-Generated Content”) posted or uploaded to the Site to determine compliance with these Terms of Use or to satisfy any law, regulation or authorized government request. Although ALEF has no obligation to monitor, screen, edit or remove any of the User-Generated Content, ALEF reserves the right, in its sole and absolute discretion, to screen, edit, refuse to post or remove, without notice, any User-Generated Content at any time and for any reason.

The decision by ALEF to monitor and/or modify User-Generated Content does not constitute, nor shall it be deemed to constitute, any responsibility or liability in any manner on the part of ALEF in connection with or arising from use by you of the Site.

XII. Endorsements

You acknowledge that the opinions and recommendations contained in the Site are not necessarily those of ALEF, or likewise endorsed by ALEF. All statements and opinions expressed in these materials, as well as all articles and other content, save content

expressly provided by ALEF, are solely the opinions and responsibility of the person or entity providing those materials.

The Site may provide links to other sites which are not under the control of ALEF. These links are provided for convenience and reference only and are not intended as an endorsement by ALEF. We are not responsible or liable to you or any other third party for the content, usefulness, or accuracy of any material provided by a third party. Any reliance you place on such information is strictly at your own risk.

XIII. Termination

ALEF may terminate or suspend these Terms of Use at any time without notice to you. Without limiting the foregoing, ALEF shall have the right to immediately terminate your access in the event of any conduct by you which ALEF, in its sole discretion, considers to be unacceptable, or in the event of any breach by you of these Terms of Use.

XIV. Trademarks

All names, logos, product and service names, designs, and slogans on this Site are the trademarks of ALEF and/or their respective owners. No affiliation or endorsement is intended or implied. You must not use such marks without our prior written permission.

XV. Information About You and Your Visits to the Site

All information ALEF collects on this Site is subject to our [Privacy Policy](#). By using the Site, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

XVI. Confidentiality on the Internet

Use of the Internet is solely at your own risk and is subject to all applicable international, federal, state, and local laws and regulations. While we have endeavored to create a secure and reliable site, please be advised that the confidentiality of any communication or material transmitted to us over the Internet cannot be guaranteed. Consequently, ALEF is not responsible for the security of any information transmitted via the Internet, the accuracy of the information contained on this Site, or for the consequences of any reliance on such information. You must make your own determination as to these matters.

XVII. Geographic Restrictions

ALEF provides this Site for use only by persons located in the United States. We make no claims that the Site or any of its content is accessible or appropriate outside of the United States, as it is intended for use by US residents only. Access to the Site may not be legal by certain persons or in certain countries. If you access the Site from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

XVIII. Disclaimer of Warranties

You understand that ALEF cannot and does not guarantee or warrant that the Site will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your 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. ALEF 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 SITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY SITE LINKED TO IT.

YOUR USE OF THE SITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE IS AT YOUR OWN RISK. THE SITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER WE NOR ANY PERSON ASSOCIATED WITH US MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE SITE. WITHOUT LIMITING THE FOREGOING, NEITHER ALEF NOR ANYONE ASSOCIATED WITH US REPRESENTS OR WARRANTS THAT THE SITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE 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 SITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

ALEF 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 WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

XIX. Limitation on Liability

IN NO EVENT WILL ALEF, OUR 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 SITE, ANY SITES LINKED TO IT, ANY CONTENT ON THE SITE OR SUCH OTHER SITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE OR SUCH OTHER SITES, 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.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

XX. Indemnification

You agree to defend, indemnify and hold harmless ALEF, our affiliates, licensors and service providers, and our 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 Site or Services, including, but not limited to, any use of the Site or

Services other than as expressly authorized in these Terms of Use or your use of any information obtained from the Site or Services. You agree we have the right to hire counsel of our own choosing in connection with, and to assume the exclusive defense and control of, any matter subject to indemnification by you, and doing so will in no way limit your indemnification obligations hereunder. In any litigation, you will cooperate with us in asserting any available defenses.

XXI. Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE, THE SITE, OR SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

XXII. Dispute Resolution; Arbitration

PLEASE READ THIS SECTION CAREFULLY – IT CONTAINS AN ARBITRATION AGREEMENT AND CLASS ACTION WAIVER, WHICH AFFECT YOUR LEGAL RIGHTS.

- **Initial Dispute Resolution.** We would like to try to work disputes out with you informally. Before filing a claim against ALEF, you agree to try to resolve the dispute informally by contacting legal@ALEF.org. We will try to resolve the dispute informally by contacting you via email. If a dispute is not resolved within 15 days of submission, you or ALEF may bring a formal arbitration proceeding as described below.
- **Agreement to Arbitrate.** You and ALEF agree to resolve through final and binding arbitration any claims relating to

these Terms of Use, the Site, the Services, and any content offered on or through the Site, except as set forth under Exceptions to Agreement to Arbitrate below. The arbitration shall be held in Washington, D.C. For residents outside the United States, arbitration shall also be initiated in Washington, D.C. You and ALEF agree to submit to the personal jurisdiction of any or state or federal court in Washington, D.C. to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

- **Arbitration Procedures.** Any and all disputes or claims arising out of, or relating to, a breach of these Terms of Use, the Site, the Services, and any content offered on or through the Site (including any transactions conducted through the Services, or otherwise conducted on our behalf) (“Claims”) will be settled by binding arbitration before a single arbitrator appointed by the American Arbitration Association (“AAA”) in accordance with its then governing rules and procedures.
- **Arbitration and Attorneys’ Fees.** You are responsible for all costs that you may incur in the arbitration including, but not limited to filing fees, attorneys’ fees, and expert witness costs unless ALEF is otherwise specifically required to pay such fees under applicable law. The decision of the arbitrator will be in writing and binding and conclusive on ALEF and you, and judgment to enforce the decision may be entered by any court of competent jurisdiction. ALEF and you agree that dispositive motions, including without limitation, motions to dismiss and motions for summary judgment, will be allowed in the arbitration. The arbitrator must follow these Terms of Use and can award the same damages and relief as a court,

including injunctive or other equitable relief and attorneys' fees. Notwithstanding the foregoing, you agree not to seek any attorneys' fees and expert witness costs unless the arbitrator finds that a claim or defense was frivolous or asserted for an improper purpose. ALEF and you understand that, absent this mandatory arbitration provision, ALEF and you would have the right to sue in court and have a jury trial. ALEF and you further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court. If ALEF is the prevailing party in the arbitration, applicable law may allow the arbitrator to award attorneys' fees and costs to ALEF.

- **Severability; Waiver of Jury Trial.** If any clause within these arbitration provisions is found to be illegal or unenforceable, that specific clause will be severed from these arbitration provisions, and the remainder of the arbitration provisions will be given full force and effect. In the event some or all of these arbitration provisions are determined to be unenforceable for any reason, or if a claim, dispute or controversy is brought that is found by a court to be excluded from the scope of these arbitration provisions, ALEF and you agree to waive, to the fullest extent allowed by law, any trial by jury. The terms of these arbitration provisions will also apply to any claims asserted by you against any present or future parent or affiliated company of ALEF to the extent that any such claims arise out of your access to, and/or use of the Services, and/or the provision of content, services, and/or technology on or through the Services.

- **Opt-Out of Agreement to Arbitrate.** You have the right to opt-out and not be bound by the arbitration by sending written notice of your decision to opt-out to the following email address: legal@ALEF.org. The notice must be sent within 30 days of or your first acceptance of these Terms of Use of the Site; otherwise, you shall be bound to arbitrate disputes in accordance with the terms above. If you opt-out of these arbitration provisions, we will also not be bound by them.