

Terms & Conditions

These terms were last updated in 2009

The website located under the domain www.kapsarc.org (“Website”) is owned and operated by King Abdullah Petroleum Studies and Research Center (“KAPSARC”). These terms of use (“Terms of Use”) are a contract between you and KAPSARC governing your use of the Website. Please read these Terms of Use carefully before using the Website. By using the Website, you signify your assent to these Terms of Use. If you do not agree to these Terms of Use, please do not use the Website. KAPSARC reserves the right to modify these Terms of Use at any time as it deems necessary.

Scope of Use

By accessing the Website, you agree to (i) use the content of the Website for personal, informational, non-commercial purposes, (ii) ensure that any information about yourself that you provide to KAPSARC through the Website is accurate, complete and current and (iii) comply with all applicable laws in connection with your use of the Website.

You agree that you will not use any robot, spider, other automatic device or manual process to monitor or copy any Website pages or any content included therein without KAPSARC’s prior written permission. You further agree that you will not (a) use any device, software, or routine to interfere or attempt to interfere with the proper working of the Website or (b) take any action that imposes an unreasonable or disproportionately large load on the Website’s infrastructure as determined by KAPSARC in its own discretion.

KAPSARC reserves the right, for any reason, at its sole discretion, to terminate, change, suspend or discontinue any aspect of the Website at any time. KAPSARC may also impose limits on certain features of the Website or restrict access to any part or all of the Website without notice or penalty.

Trademarks

The following are trademarks and service marks (“Marks”) of KAPSARC. KAPSARC has applied to register its Marks in a number of different languages and in many countries throughout the world. Unauthorized use of any Mark may be a violation of KAPSARC’s legal rights.

You must obtain KAPSARC’s written permission prior to using any Marks, including, but not limited to, KAPSARC’s logo.

Copyright

The Website is protected by copyright laws. Except for your personal, informational, non-commercial use as authorized above, and as otherwise expressly authorized within the Website, you may not reproduce, modify

or distribute any text, graphics or other content on the Website without written permission from KAPSARC.

High Resolution Photos

KAPSARC maintains a number of high resolution photos and digital renderings of the KAPSARC facilities and Center leadership, and KAPSARC owns the copyright in each of these items. If you are interested in obtaining permission to use a copy of one or more of the photographs or digital renderings, please submit a request for the specific photo(s) and/or digital rendering(s) that you would like to use, your contact information and a description of the use you propose to make of the requested item(s) by emailing media@kapsarc.org

Submission of Information

The Website offers numerous opportunities for you to provide your own personally identifiable information to KAPSARC, by sending e-mails to KAPSARC, and to provide the personally identifiable information of others to KAPSARC, by sharing information on the Website with them. Please review KAPSARC's Privacy Policy before providing personally identifiable information to KAPSARC. All information submitted through the Website in connection with employment applications, admission applications and scholarship applications is automatically forwarded to third-party service providers that provide services to KAPSARC. KAPSARC is not responsible for the privacy practices of third-party service providers. Also, please bear in mind that e-mail communications may not be secure before providing any personal or confidential information to KAPSARC via the Website.

Links

The Website may contain links to websites operated by other parties. The linked sites are not under the control of KAPSARC, and KAPSARC is not responsible for the content available on any other websites. Links to other websites do not imply KAPSARC's endorsement of material on any of those websites, and KAPSARC disclaims all liability with regard to your access to any linked websites. KAPSARC provides links to other websites as a convenience to you, and access to any other websites that are linked to this Website is at your own risk.

Unless otherwise set forth in a written agreement between you and KAPSARC, you must adhere to KAPSARC's linking policy as follows: (i) any link to the Website must be a text only link clearly marked "King Abdullah Petroleum Studies and Research Center;" you may not use KAPSARC's logo as a link, (ii) the appearance, position and other aspects of the link may not be such as to damage or dilute the goodwill associated with KAPSARC's name or any KAPSARC trademark or service mark, (iii) the appearance, position and other attributes of the link may not create the false impression that your organization or entity is sponsored by, affiliated with or associated with KAPSARC, (iv) when selected by a user, the link must transfer the user to the Website and may not display the Website within a "frame" on your website and (v) KAPSARC

reserves the right to revoke its consent to the link at any time and in its sole discretion.

Additional Policies

Your use of the Website confirms and acknowledges your agreement to be bound by and comply with KAPSARC's Privacy Policy and any other policies governing the use of the Website that are posted on the Website or provided to you either electronically or otherwise in writing.

IDs; Passwords

Certain features of the Website may provide you with the option of setting up an account for which you will receive a user ID and password for future access to your account. It is a violation of these Terms of Use for you to share your user ID or password or to use your user ID or password for unauthorized purposes. You are solely responsible for any unauthorized use of your user ID and password.

Compliance with Laws

Access to the Website from any jurisdiction where such access, or the content of the Website, may be illegal is prohibited. Those who choose to access the Website do so on their own initiative and are responsible for compliance with all applicable laws.

Employment Opportunities

The Website may offer opportunities from time to time to apply for employment with KAPSARC. You may submit an application for any position that is announced on the Website, and you may submit multiple applications for multiple announced positions.

Saudi Arabian Government policy requests that qualified Saudi Arabian nationals be provided with hiring preference.

KAPSARC may contract with a third party to administer its employment applications. In that event, KAPSARC may provide your information to such third party, or such third party may collect information from you on KAPSARC's behalf. KAPSARC uses reliable service providers who undertake to put in place appropriate security measures to ensure a reasonable level of protection. Such third parties will have access to personal information solely for the purposes of performing the services for which they have been engaged. KAPSARC does not guarantee the information security of any third party service providers.

No Warranties

USE OF THE WEBSITE IS AT YOUR OWN RISK. ALL CONTENT ON THE WEBSITE IS PROVIDED TO YOU ON AN “AS IS”, “AS AVAILABLE” BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WHILE THE CONTENT AVAILABLE THROUGH THE WEBSITE WAS BELIEVED TO BE ACCURATE AS OF THE DATE IT WAS PREPARED, KAPSARC MAKES NO WARRANTY AS TO THE ACCURACY, COMPLETENESS OR TIMELINESS OF ANY SUCH CONTENT. YOU SHOULD VERIFY ANY CONTENT BEFORE RELYING ON IT. YOU ARE RESPONSIBLE FOR TAKING ALL NECESSARY PRECAUTIONS TO ENSURE THAT ANY CONTENT YOU MAY OBTAIN FROM THE WEBSITE IS FREE OF VIRUSES. KAPSARC MAKES NO REPRESENTATIONS OR WARRANTIES THAT USE OF THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE.

Limitation of Liability

IN NO EVENT SHALL KAPSARC, ITS AFFILIATED PARTIES, OR ANY OF THEIR AGENTS, REPRESENTATIVES, OR LICENSORS BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR ACCESS TO OR USE OF THE WEBSITE, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ANY OTHER THEORY, INCLUDING BUT NOT LIMITED TO YOUR RELIANCE ON ANY CONTENT OBTAINED THROUGH THE USE OF THE WEBSITE, OR MISTAKES OR OMISSIONS IN, OR DELAYS IN TRANSMISSION OF, INFORMATION TO OR FROM YOU, INTERRUPTIONS IN TELECOMMUNICATIONS CONNECTIONS TO THE WEBSITE OR VIRUSES, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, THEFT OR DESTRUCTION OF, OR UNAUTHORIZED ACCESS TO, THE WEBSITE.

YOU HEREBY WAIVE ANY AND ALL CLAIMS AGAINST KAPSARC, ITS AFFILIATED PARTIES, OR ANY OF THEIR AGENTS, REPRESENTATIVES, OR LICENSORS ARISING OUT OF, OR IN ANY WAY CONNECTED TO YOUR USE OF THE WEBSITE AND/OR SERVICES PROVIDED THROUGH THE WEBSITE.

Indemnification

You agree to indemnify and hold KAPSARC harmless from any claim or demand, including reasonable attorneys’ fees, made by any third party due to or arising out of your breach of these Terms of Use or any policies that are incorporated by reference (including, but not limited to, the KAPSARC Privacy Policy) or your violation of any law or the rights of a third party.

Governing Law

These Terms and Conditions shall be governed, interpreted and construed in accordance with the laws of Saudi Arabia. The information provided on this Website is not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject KAPSARC or its affiliates to any registration requirement within such jurisdiction or country. KAPSARC makes no representation that the information in the Website is appropriate or available for use in other locations, and access to the Website from territories where the content of the Website or use of the products offered herein may be illegal is prohibited. Those who choose to access the Website from other locations do so on their own initiative and are responsible for compliance with applicable local laws.

Violations

KAPSARC reserves the right to seek all remedies available at law and in equity for violations of these Terms and Conditions, including the right to block access to the Website from a particular Internet address.

General

These Terms of Use, as modified from time to time and including any policies that are incorporated by reference, sets forth the entire understanding and agreement between you and KAPSARC with respect to the subject matter hereof. KAPSARC shall not be liable for any delay or failure in performance under these Terms of Use or interruption of service resulting from acts of God, civil or military authority, war, labor disputes, materials provided by third parties or any cause beyond the reasonable control of KAPSARC. KAPSARC's failure to exercise any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision and the other provisions of these Terms of Use remain in full force and effect. The section titles in these Terms of Use are for convenience only and have no legal or contractual effect.

Changes to the Terms of Use

KAPSARC reserves the right to modify these Terms of Use from time to time and such modification shall be effective upon posting by KAPSARC on this Website. Such modifications will be denoted by the "last updated" notice at the top of this page. Please check these Terms of Use periodically for updates or changes. Your continued use of this Website following the posting of any changes constitutes acceptance of those changes.

Questions/Comments/Concerns

If you have any questions, comments, or concerns about our Terms of Use, you may contact KAPSARC by e-mailing EIMGroup@KAPSARC.org.

We retain the provided name and contact information for a period of three years after last use. We shall only use your information for the following purposes: reaching out to registered users in understanding their data needs, feedback to improve our products and services.

To unsubscribe from datasource.kapsarc.org, please send an email to EIMGroup@KAPSARC.org with a title "Unsubscribe from KAPSARC data portal".

Our research generates new ideas and knowledge, which we want to share as widely as possible so that they can be accessed, read and used to generate further new ideas and knowledge. KAPSARC therefore publishes its knowledge outputs as open access resources where possible. By so doing, we believe we can contribute to a more informed society and a richer, more productive research culture.