



**Little River Band of Ottawa Indians**  
Information Technology Department  
**IT-9060 Terms of Use Policy**

Signature of Approval	
<i>Jay B. Rowell</i> 1/24/13	
Tribal Ogema	Date

**Purpose:**

The purpose of this policy is to define the terms and conditions of use for the Tribal Citizens Private Website.

**Policy:**

## **Tribal Citizens Private Website**

### **YOU ARE REQUIRED TO READ THE TERMS OF USE POLICY BEFORE USING THIS WEBSITE**

You are not permitted to view, browse, visit, use or interact with this website and with any banner, pop-up, download or advertising that appears on it, unless and until you read, understand and agree to this Terms of Use Policy. Reading and accepting the TERMS OF USE POLICY and reading and accepting the provisions of the Privacy Policy of this website are express conditions and consideration for the grant of permission to you to visit, read or interact with this site and with any content thereon. You must accept, and you are deemed to have accepted, the terms of the TERMS OF USE POLICY and the Privacy Policy if you visit this website. If you visit this website, you will be considered to have read and agreed to all of the provisions of the TERMS OF USE POLICY and the Privacy Policy, whether or not you actually have read either or both. If you do not agree with any of the terms and conditions of the TERMS OF USE POLICY or the Privacy Policy, you are prohibited from visiting this website in any manner whatsoever and you must leave this website immediately.

#### **1. DEFINITIONS USED THROUGHOUT THE TERMS OF USE POLICY.**

When used throughout the TERMS OF USE POLICY, the following words or phrases have the meanings set forth below, unless otherwise specified herein:

- I. The terms "**website**," or "**site**," means this website, and its agents, owners, operators, creators, developers and host, and all of their respective owners, officers, directors, agents, employees, independent contractors, successors and assigns.
- II. The terms "**visitors**" or "**you**" means visitors, viewers, users, subscribers, members, affiliates, customers or clients that view, browse, visit, use or interact with this website and with any banner, pop-up, download or advertising that appears on the site. All visitors are parties to this agreement.
- III. The phrase "**visit this website**" means view, browse, visit, use or interact in any manner whatsoever with this website and with any banner, pop-up, download or advertising that appears anywhere on this website.

#### **2. DENIAL OF ACCESS TO THIS SITE.**

This website reserves the right to deny access to any visitor for any reason or no reason in our sole and absolute discretion. You are required to read the Privacy Policy posted on this site, which you are deemed to have accepted as a condition to being permitted to visit this website.

### **3. CHANGES TO THE TERMS OF USE POLICY.**

The terms and conditions of the TERMS OF USE POLICY are expected to change from time to time. All visitors have an affirmative duty to keep themselves informed of changes to the TERMS OF USE POLICY as an express condition of being permitted to visit this website.

### **4. USE OF INFORMATION FROM THIS WEBSITE.**

Unless you have entered into an express written agreement with this website that specifies otherwise, if you visit this website, you expressly agree that you have no right to (i) use the information on this site in a commercial or public setting; and (ii) you have no right to broadcast any of the contents of this site nor may you copy, save, print, sell, or publish any portions of the content of this website for commercial or unauthorized purposes. **Any unauthorized use of this site or the information contained hereon is unlawful and may subject you to civil or criminal penalties.** You have no rights whatsoever to use in any manner the content of this site, or portions thereof, including but not limited to, its databases, invisible pages, linked pages, underlying code, or other intellectual property that the site may contain, for any reason. If you violate the prohibitions contained in this section or any other terms and conditions of the TERMS OF USE POLICY, you will be liable to the owners and operators of this site for all damages that they sustain. You represent and warrant to the owner(s) of this site that you understand and agree that your agreement to abide by these terms is an express condition of being granted permission to visit and view this site.

### **5. YOU HAVE NO RIGHTS TO THE MATERIAL ON THIS WEBSITE.**

This website and its contents are owned or licensed by the site. Material contained on this website is proprietary and copyrighted. Visitors have no rights whatsoever in and to the contents of this site.

### **7. PROHIBITIONS TO HYPER LINKING, CO-BRANDING, "FRAMING" AND REFERENCING THIS SITE.**

No one may hyperlink this site, or portions thereof, (including, but not limited to, logotypes, trademarks, branding or copyrighted material) to any other website for any reason, unless expressly authorized in writing by the owner(s) of this website. You are not allowed to reference the URL (website address) of this website in any commercial or non-commercial media without the express written permission of the owner(s) of this site, nor are you allowed to 'frame' the site. You specifically agree to cooperate with this website to remove or de-activate any such prohibited activities and you agree that you will be liable for all damages incurred by this website if you violate these prohibitions.

### **8. THIS WEBSITE DOES NOT WARRANTY THE ACCURACY OF ITS CONTENTS.**

You should not rely on any information contained on this site as accurate. This website disclaims any and all responsibility for the accuracy of the content contained on this site. Visitors assume all risks of viewing, reading, using, or relying upon the information contained on this site.

### **9. THIS WEBSITE DISCLAIMS ALL DAMAGES THAT IT MAY CAUSE YOUR COMPUTER OR SOFTWARE.**

Visitor assumes all risk of viruses, worms, or other corrupted computer codes that may be present on this website, its contents or in any downloads from this site. This website disclaims all

responsibility for damage to computers or software of the visitor or any person with whom the visitor subsequently communicates corrupting code or data that is inadvertently passed to the visitor's computer from contents on or downloads from this site. You visit this site at your own risk.

#### **10. LIMITATION OF LIABILITY.**

As a condition of being granted permission to visit this site, you forever waive any and all rights that you otherwise might have to claims for damages of any and all kinds without limitation.

#### **11. INDEMNIFICATION.**

If you visit this site, you irrevocably agree to indemnify, defend, protect and hold harmless this website from and against any and all damages and costs, including but not limited to all attorneys' fees and costs that this website and/or all other persons may incur as a result of your negligence or intentional conduct.

#### **12. SUBMISSIONS.**

If you visit this site, you acknowledge and agree that any communications between the website and you shall be deemed to be a submission. All submissions, including portions thereof, graphics contained thereon, and any of the content of the submission, shall become the exclusive property of the website and may be used for commercial purposes without permission or consideration of any kind.

#### **13. DISPUTES.**

If you visit this site, you agree to submit to binding arbitration with respect to any claim, dispute, or controversy ("**Claim**") of any kind or nature (whether in contract, tort or otherwise) arising out of or relating to your use of this site, including but not limited to, solicitation issues, privacy issues, and terms of use issues. Arbitration shall be conducted pursuant to the rules of the American Arbitration Association that are in effect on the date a dispute is submitted to the American Arbitration Association. Information about the American Arbitration Association, its rules, and its forms are available from the American Arbitration Association, 335 Madison Avenue, Floor 10, New York, New York, 10017-4605 and on its website. All hearings before the AAA shall take place in the city or county of the owners or operators of this site. In no case shall you have the right to go to court or have a jury trial. You will not have the right to engage in pre-trial discovery except as provided in the AAA rules; you will not have the right to participate as a representative or member of any class of claimants pertaining to any claim subject to arbitration; the arbitrator's decision will be final and binding with virtually no rights of appeal. If the website and you are in dispute over any matter, the prevailing party in any dispute shall be reimbursed by the other party for any and all costs associated with the arbitration, including but not limited to, attorney fees, collection fees, investigation fees and travel expenses.

#### **14. JURISDICTION AND VENUE.**

You agree that the sole and proper jurisdiction of any dispute between the site and you is Tribal Court of The Little River Band of Ottawa Indians.

**15. APPLICABLE LAW.**

You agree that all disputes between the website and you shall be governed by, interpreted under, construed and enforced in accordance with the laws of the Little River Band of Ottawa Indians Tribal Government, excluding conflict of law principles that might cause the application of laws of any other jurisdiction.

**16. QUESTIONS, COMMENTS, OR COMPLAINTS.**

You may direct all questions, comments or complaints with respect to this website to: [webmaster@lrboi.com](mailto:webmaster@lrboi.com)

**17. LATEST UPDATE.**

This Terms of Use Policy was last updated on 09 January 2013

**Authority:**

As authorized in IT-0000 and by the signature of the Tribal Ogema on page one.

<b>Review/Change</b>	<b>Date</b>	<b>Description</b>	<b>Initial</b>
Change	10 Jan 13	Add annual review table reset to standard policy format.	