

Community Software User Agreement - Terms of Service

Effective on March 17, 2020

Our mission is to connect Native American organizations and their enterprises to allow them to be more productive and successful. Our services are designed to promote economic opportunity and security for our members by enabling you and thousands of other professionals working for and with tribes to meet, exchange ideas, learn, innovate, work, find opportunities and make decisions in a network of trusted relationships.

1. Introduction

1.1 Contract

When you use our Services you agree to all of these terms. Your use of our Services is also subject to our privacy policy which covers how we collect, use, share, and store your personal information.

You agree that by accessing or using our services (described below), you are agreeing to enter into a legally binding contract with TribalHub (even if you are using our Services on behalf of a company). If you do not agree to this contract ("Contract" or "User Agreement"), do not join, login (or similar) and do not access or otherwise use any of our Services. If you wish to terminate this contract, at any time you can do so by requesting to have your account removed (contactus@TribalHub.com) and no longer accessing or using our Services.

Services

This Contract applies to the TribalHub Community Platform and any services that state that they are offered under this Contract ("Services") Registered users (anyone with a paid TribalHub Membership or with a temporary login to the TribalHub Community Platform) of our Services are "Members" and unregistered users are "Visitors".

TribalHub

You are entering into this Contract with TribalHub (also referred to as "we" and "us").

We use a third party provider for the online community platform and we rely on their product, services, platform, security and resources to make the TribalHub Community Platform available to you.

1.2 Members and Visitors

When you become a TribalHub Member or obtain a temporary login you become a registered user on the TribalHub Community Platform and you become a Member. If you have chosen not to become a TribalHub Member or obtain a login to the TribalHub Community Platform, you may access certain features as a "Visitor."

1.3 Change

We may make changes to the Contract.

We may modify this Contract, our Privacy Policy and our Cookies Policy from time to time. If we make material changes to it, we will provide you notice through our Services, or by other means, to provide you the opportunity to review the changes before they become effective. We agree that changes cannot be retroactive. If you object to any changes, you can do so by requesting to have your account removed (contactus@TribalHub.com) and no longer accessing or using our Services. Your continued use of our Services after we publish or send a notice about our changes to these terms means that you are consenting to the updated terms as of their effective date.

2. Obligations

2.1 Service Eligibility

Here are some promises that you make to us in this Contract:

You're eligible to enter into this Contract and you are at least our "Minimum Age."

The Services are not for use by anyone under the age of 16.

To use the Services, you agree that: (1) you must be the "Minimum Age" (described below) or older; (2) you will only have one TribalHub Community account which must be in your real name; and (3) you are not already restricted by TribalHub from using the Services. Creating an account with false information is a violation of our terms, including accounts registered on behalf of others or persons under the age of 16.

"Minimum Age" means 16 years old. However, if law requires that you must be older in order for TribalHub to lawfully provide the Services to you without parental consent (including using of your personal data) then the Minimum Age is such older age.

2.2 Your Account

You will keep your password a secret.

You will not share an account with anyone else and will follow our rules and the law.

Members are account holders. You agree to: (1) use a strong password and keep it confidential; (2) not transfer any part of your account (e.g., connections) and (3) follow the law and our list of Dos and Don'ts. You are responsible for anything that happens through your account unless you close it or report misuse.

2.3 Notices and Messages

You're okay with us providing notices and messages to you through our websites, apps, and contact information. If your contact

information is out of date, you may miss out on important notices.

You agree that we will provide notices and messages to you in the following ways: (1) within the Service, or (2) sent to the contact information you provided us (e.g., email, mobile number, physical address).

2.4 Sharing

When you share information on our Services, others can see, copy and use that information.

Our Services allow messaging and sharing of information in many ways, such as your profile, articles, group posts, links to news articles and messages. Information and content that you share or post may be seen by other Members, Visitors or others (including off of the Services). Where settings are available, we allow restrictions to who can see content or information or join groups and/or topics. We are not obligated to publish any information or content on our Service and can remove it with or without notice.

3. Rights and Limits

3.1. Your License to TribalHub Community Platform

You own all of the content, feedback and personal information you provide to us, but you also grant us a non-exclusive license to it. TribalHub will honor within the limits of the third-party platform system settings any content sharing restrictions outside of a specific group or topic.

As between you and TribalHub, you own the content and information that you submit or post to the Services, and you are only granting TribalHub the following non-exclusive license:

A worldwide, transferable and sublicensable right to use, copy, modify, distribute, publish and process, information and content that you provide through our Services and the services of others, without any further consent, notice and/or compensation to you or others. These rights are limited in the following ways:

1. You can end this license for specific content by deleting such content from the Services, or generally by closing your account, except (a) to the extent you shared it with others as part of the Service and they copied, re-shared it or stored it and (b) for the reasonable time it takes to remove from backup and other systems.
2. While we may edit and make format changes to your content (such as translating or transcribing it, modifying the size, layout or file type or removing metadata), we will not knowingly modify the meaning of your expression.
3. Because you own your content and information and we only have non-exclusive rights to it, you may choose to make it available to others
4. You and TribalHub agree that if content includes personal data, it is subject to our Privacy Policy.

You and TribalHub agree that we may access, store, process and use any information and personal data that you provide in accordance with, the terms of our Privacy Policy and your choices (including settings).

You promise to only provide information and content that you have the right to share, and that your TribalHub Community profile will be truthful.

You agree to only provide content or information that does not violate the law nor anyone's rights (including intellectual property rights). You also agree that your profile information will be truthful. TribalHub may be required by law to remove certain information or content.

3.2 Service Availability

We may change or end any Service or modify our prices prospectively.

We use a third party provider for the online community platform and we rely on their product, services, platform, security and resources to make the TribalHub Community Platform available to you. By using this Service, you understand that the platform is provided by a third-party that is not controlled by TribalHub, and limited by TribalHub's Agreement with the third-party platform provider.

We may change, suspend or discontinue any of our Services. We may also modify our prices effective prospectively upon reasonable notice to the extent allowed under the law.

We don't promise to store or keep showing any information and content that you've posted. The TribalHub Community is not a storage service. You agree that we have no obligation to store, maintain or provide you a copy of any content or information that you or others provide, except to the extent required by applicable law and as noted in our Privacy Policy.

3.3 Other Content, Sites and Apps

Your use of others' content and information posted on our Services, is at your own risk.

Others may offer their own products, opinions, recommendations and services through our Services, and we aren't responsible for those third-party activities.

By using the Services, you may encounter content or information that might be inaccurate, incomplete, delayed, misleading, illegal, offensive or otherwise harmful. TribalHub generally does not review content provided by our Members or others. You agree that we are not responsible for others' (including other Members') content or information. We cannot always prevent this misuse of our Services, and you agree that we are not responsible for any such misuse. You also acknowledge the risk that you or your organization may be mistakenly associated with content about others when we let connections and followers know you or your organization were mentioned in the news.

3.4 Limits

We have the right to limit how you connect and interact on our Services.

TribalHub reserves the right to limit your use of the Services, including the number of your connections and your ability to contact other Members. TribalHub reserves the right to restrict, suspend, or terminate your account if you breach this Contract or the law or are misusing the Services (e.g., violating any of the Dos and Don'ts).

3.5 Intellectual Property Rights

We're providing you notice about our intellectual property rights.

TribalHub and our third-party platform provider reserve all of their intellectual property rights in the Services. Trademarks and logos used in connection with the Services are the trademarks of their respective owners.

4. Disclaimer and Limit of Liability

4.1 No Warranty

This is our disclaimer of legal liability for the quality, safety, or reliability of our Services.

TRIBALHUB AND ITS AFFILIATES MAKE NO REPRESENTATION OR WARRANTY ABOUT THE SERVICES, INCLUDING ANY REPRESENTATION THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, AND PROVIDE THE SERVICES (INCLUDING CONTENT AND INFORMATION) ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, TRIBALHUB AND ITS AFFILIATES DISCLAIM ANY IMPLIED OR STATUTORY WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF TITLE, ACCURACY OF DATA, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4.2 Exclusion of Liability

These are the limits of legal liability we may have to you.

TO THE FULLEST EXTENT PERMITTED BY LAW (AND UNLESS TRIBALHUB HAS ENTERED INTO A SEPARATE WRITTEN AGREEMENT THAT OVERRIDES THIS CONTRACT), TRIBALHUB, INCLUDING ITS AFFILIATES, WILL NOT BE LIABLE IN CONNECTION WITH THIS CONTRACT FOR LOST PROFITS OR LOST BUSINESS OPPORTUNITIES, REPUTATION (E.G., OFFENSIVE OR DEFAMATORY STATEMENTS), LOSS OF DATA (E.G., DOWN TIME OR LOSS, USE OF, OR CHANGES TO, YOUR INFORMATION OR CONTENT) OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES.

TRIBALHUB AND ITS AFFILIATES WILL NOT BE LIABLE TO YOU IN CONNECTION WITH THIS CONTRACT FOR ANY AMOUNT THAT EXCEEDS (A) THE TOTAL FEES PAID OR PAYABLE BY YOU TO TRIBALHUB FOR THE SERVICES DURING THE TERM OF THIS CONTRACT, IF ANY, OR (B) US \$100.

5. Termination

We can each end this Contract, but some rights and obligations survive.

Both you and TribalHub may terminate this Contract at any time with notice to the other. On termination, you lose the right to access or use the Services. The following shall survive termination:

- Our rights to use and disclose your feedback;
- Members and/or Visitors' rights to further re-share content and information you shared through the Services;
- Sections 4, 6, 7, and 8.2 of this Contract;

6. Governing Law and Dispute Resolution

In the unlikely event we end up in a legal dispute, you and TribalHub agree to resolve it in Michigan courts using Michigan law. You and TribalHub agree that the laws of the State of Michigan, U.S.A., excluding its conflict of laws rules, shall exclusively govern any dispute relating to this Contract and/or the Services. You and TribalHub both agree that all claims and disputes can be litigated only in the federal or state courts in Kalamazoo County, MI USA, and you and TribalHub each agree to personal jurisdiction in those courts.

7. General Terms

Here are some important details about the Contract.

If a court with authority over this Contract finds any part of it unenforceable, you and we agree that the court should modify the terms to make that part enforceable while still achieving its intent. If the court cannot do that, you and we agree to ask the court to remove that unenforceable part and still enforce the rest of this Contract.

This Contract (including additional terms that may be provided by us when you engage with a feature of the Services) is the only agreement between us regarding the Services and supersedes all prior agreements for the Services.

You agree that the only way to provide us legal notice is at the addresses provided in Section 10.

8. TribalHub “Dos and Don’ts”

8.1. Dos

The TribalHub Community Platform is designed to be a professional community for sharing appropriate information and communicating in a friendly and professional manner. This list of “Dos and Don’ts” limits what you can and cannot do on our Services.

You agree that you will:

1. Comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, anti-spam laws, export control laws, tax laws, and regulatory requirements;
2. Provide accurate information
3. Use the Services in a professional manner.

8.2. Don’ts

You agree that you will *not*:

1. Misrepresent your identity or create a Member profile for anyone other than yourself (a real person), or use or attempt to use another’s account;

2. Develop, support or use software, devices, scripts, robots or any other means or processes (including crawlers, browser plugins and add-ons or any other technology) to scrape the Services or otherwise copy profiles and other data from the Services;
3. Override any security feature or bypass or circumvent any access controls or use limits of the Service;
4. Copy, use, disclose or distribute any information obtained from the Services, whether directly or through third parties (such as search engines), without the consent of TribalHub;
5. Disclose information that you do not have the consent to disclose (such as confidential information of others (including your employer));
6. Violate the intellectual property rights of others, including copyrights, patents, trademarks, trade secrets or other proprietary rights. For example, do not copy or distribute (except through the available sharing functionality) the posts or other content of others without their permission, which they may give by posting under a Creative Commons license;
7. Violate the intellectual property or other rights of TribalHub;
8. Post anything that contains software viruses, worms, or any other harmful code;
9. Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for the Services or any related technology that is not open source;
10. Imply or state that you are affiliated with or endorsed by TribalHub without our express consent;
11. Rent, lease, loan, trade, sell/re-sell or otherwise monetize the Services or related data or access to the same, without TribalHub's consent;
12. Overlay or otherwise modify the Services or their appearance (such as by inserting elements into the Services or removing, covering, or obscuring an advertisement included on the Services);
13. Interfere with the operation of, or place an unreasonable load on, the Services (e.g., spam, denial of service attack, viruses, gaming algorithms);

9. Complaints Regarding Content

Contact information for complaints about content provided by our Members.

We respect the intellectual property rights of others. We require that information posted by Members be accurate and not in violation of the intellectual property rights or other rights of third parties. We provide a Privacy Policy for complaints concerning content posted by our Members and you can inform us using our Contact Us info below.

10. How To Contact Us

Our Contact information: contactus@TribalHub.com.