

SERVICE & OPPORTUNITIES WEBSITE TERMS OF USE

EFFECTIVE: July 23, 2020

Thank you for accessing <https://www.nafoa.org/opportunities> ("Opportunities Website"). Please read these Service & Opportunities Website Terms of Use (collectively the "Terms of Use") carefully before using the Opportunities Website and/or our Services generally. The Terms of Use constitute a legally binding agreement between you and the Native American Finance Officers Association, Inc. ("Company", "NAFOA", "we" or "us"), and govern your access to, and use of, the Opportunities Website including any content, functionality, and services offered on and/or through our Website www.nafoa.org generally (collectively, the "Platform").

ACCEPTANCE OF THE TERMS

By using the Platform, Opportunities Website or by checking a box or clicking to accept or agree to the Service & Opportunities Website Terms of Use, when any of these options are made available to you, you signify that you have read, understood, and agree to be bound by these Terms of Use, which incorporate our Privacy Policy, Cookie Policy, and Service Terms of Use (collectively, the "Platform Terms"), if any. If you do not want to agree to these Terms of Use, you must not access or use the Platform, Opportunities Website and/or our Services. By using the Platform and/or Opportunities Website, you represent and warrant that you are the legal age of majority under applicable law to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Platform, Opportunities Website or the Services.

USE OF THE WEBSITE AND ACCOUNT SET-UP AND SECURITY

Users are responsible for obtaining their own access to the Platform and/or Opportunities Website and for their availability and performance. Users are required to ensure that all persons who access the Platform and/or Opportunities Website through a user's internet connection are aware of these Terms of Use and comply with them. Users are responsible for any security breaches or performance issues relating to accessing the Platform and/or Opportunities Website.

The Platform and/or Opportunities Website including content or areas of the Platform and/or Opportunities Website may require user registration. It is a condition of your use of the Platform and/or Opportunities Website that all the information you provide on the Platform and/or Opportunities Website is correct, current, and complete.

Your provision of registration information and any submissions you make to the Platform and/or Opportunities Website through any functionality such as applications, chat rooms, e-mail, message boards, personal or interest group web pages, profiles, forums, bulletin boards, and other such functions (collectively, "Interactive Functions") constitutes your consent to all actions we take with respect to such information.

Any user name, password, or any other piece of information chosen by you or provided to you as part of our security procedures, must be treated as confidential, and you must not disclose it to any other person or entity. You must exercise caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

You understand and agree that should you be provided an account, your account is personal to you and you agree not to provide any other person with access to the Platform and/or Opportunities Website or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You are responsible for any password misuse or any unauthorized access.

We reserve the right at any time and from time to time, to disable or terminate your account, any user name, password, or other identifier, whether chosen by you or provided by us, in our sole discretion for any or no reason, including any violation of any provision of these Terms of Use. You are prohibited from attempting to circumvent and from violating the security of the Platform and/or Opportunities Website including without limitation: (a) accessing content and data that is not intended for you; (b) attempting to breach or breaching the security and/or authentication measures which are not authorized; (c) restrict disrupt or disable service to users, hosts, servers or networks; (d) illicitly reproducing TCP/IP packet headers; (e) disrupting network services and otherwise disrupting Website owner's ability to monitor the Platform and/or Opportunities Website; (f) use any robot, spider, or other automatic device, process, or means to access the Platform and/or Opportunities Website for any purpose, including monitoring or copying any of the material on the Platform and/or Opportunities Website; (g) introduce any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful; (h) attack the Platform and/or Opportunities Website via a denial-of-service attack, distributed denial-of-service attack, flooding, mailbombing or crashing; and (i) otherwise attempt to interfere with the proper working of the Platform and/or Opportunities Website.

INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP

You understand and agree that the Platform and/or Opportunities Website and their entire contents, features, and functionality, including but not limited to all information, software, code, text, displays, graphics, photographs, video, audio, design, presentation,

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You may only use the Platform and/or Opportunities Website for your personal and non-commercial use. You shall not directly or indirectly reproduce, compile for an internal database, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, in any form or medium whatsoever except: (a) your computer and browser may temporarily store or cache copies of materials being accessed and viewed; (b) a reasonable number of copies for personal use only may be printed keeping any proprietary notices thereon, which may only be used for non-commercial and lawful personal use and not for further reproduction, publication, or distribution of any kind on any medium whatsoever; (c) one single user copy may be downloaded with any proprietary notices intact, for your own personal, noncommercial use, conditional on your agreement to be bound by our end user license agreement for such downloads; and (d) in the event social media features are provided with respect to certain content are on our site, you may take such actions as our site permits for such features.

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CONDITIONS OF USE AND USER SUBMISSIONS AND SITE CONTENT STANDARDS

The following content standards apply to all content, material, and information a user submits, posts, publishes, displays, or transmits (collectively, "submit" to the Platform and/or Opportunities Website, to other users or other persons (collectively, "User Submissions") and any and all Interactive Functions.

User Submissions must comply with all applicable federal, state, local, and international laws and regulations.

User Submissions shall not: (a) violate any applicable federal, state, local, or international law or regulation including, without limitation, any laws regarding the export of data or software, patent, trademark, trade secret, copyright, or other intellectual property, legal rights (including the rights of publicity and privacy of others) or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use; material that is exploitive, obscene, harmful, threatening, abusive, harassing, hateful, defamatory, sexually explicit or pornographic, violent, inflammatory, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age or other such prohibited ground or be otherwise objectionable; (c) involve, provide or contribute any false, inaccurate or misleading information; (d) include sending, knowingly receiving, uploading, downloading, using, or reusing any material that does not comply with the User Submissions and Site Content Standards set out in these Terms of Use; (e) impersonate or attempt to impersonate the Corporation, a Corporation employee, another user, or any other person or entity (including, without limitation, by using email addresses, or screen names associated with any of the foregoing); (f) transmit, or procure the sending of, any advertisements or promotions, commercial activities or sales, including without limitation any "spam", "junk mail", "chain letter", contests, sweepstakes and other sales promotions, barter, or advertising or any other similar solicitation; or (g) include engaging in any other conduct that restricts or inhibits anyone's use or enjoyment of the Platform and/or Opportunities Website, or which, as determined by us, may harm the Corporation or users of the Platform and/or Opportunities Website or expose them to liability. Give the impression that they originate from or are endorsed by us or any other person or entity if this is not the case.

The Website may contain Interactive Functions allowing User Submissions on or through the Website. No User Submission to the Website will be subject to any confidentiality by the Corporation.

By submitting User Submissions, you declare and warrant that you own or have the necessary rights to submit the User Submissions and have the right to grant the license hereof to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns to the User Submissions and comply with these Terms of Use. You understand and agree that you, not the Corporation, are fully responsible for any User Submissions you submit or contribute, and you are fully responsible and legally liable including to any third party for such content and its accuracy. We are not responsible or legally liable to any third party for the content or accuracy of any User Submissions submitted by you or any other user of the Website.

WEBSITE MONITORING AND ENFORCEMENT, SUSPENSION AND TERMINATION

The Corporation has the right, without provision of notice to: (a) remove or refuse to post on the Website any User Submissions for any or no reason in our sole discretion; (b) to take such actions with respect to any User Submission deemed necessary or appropriate in our sole discretion; (c) take legal action, including without limitation, referral to law enforcement, regulatory authority or harmed party for any illegal or unauthorized use of the Website. Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website; and (d) terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use.

YOU WAIVE AND HOLD HARMLESS THE CORPORATION FROM ANY AND ALL CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE CORPORATION RELATING TO ANY INVESTIGATIONS BY EITHER THE CORPORATION OR BY LAW ENFORCEMENT AUTHORITIES.

We have no obligation, nor any responsibility to any party to monitor the Website, and do not and cannot undertake to review material that you or other users submit to the Website. We cannot ensure prompt removal of objectionable material after it has been posted, and we have no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party.

Please note Section 230 of the U.S. Communications Decency Act ("CDA") (and the equivalent or similar laws in your jurisdiction), which are intended to exclude or limit the liability of online service providers such as the Corporation, which provide or make available access to third-party user generated content (see § 230 (c)(1) which states: *No provider or user of an interactive computer service shall be treated as the publisher or speaker of any information provided by another information content provider*).

The decision by the Corporation to remove or not post or distribute any User Submission, does not by itself amount to participation in the creation of such User Content and accordingly, does not constitute a waiver of the immunity afforded by the CDA. Additionally, § 230 (c)(2) of the CDA specifically provides: *"No provider or user of an interactive computer service shall be held liable on account of (A) any action voluntarily taken in good faith to restrict access to or availability of material that the provider or user considers to be obscene, lewd, lascivious, filthy, excessively violent, harassing, or otherwise objectionable whether or not such material is constitutionally protected..."*

THIRD PARTY WEBSITES

The Platform and/or Opportunities Website may provide links to third-party sites. We make no representations about any other websites that may be accessed from this Website. If you choose to access any such sites, you do so at your own risk. We have no control over the contents of any such third-party websites and accept no responsibility for such sites or for any loss or damage that may arise from your use of them.

Our Platform and/or Opportunities Website must not be framed on any other website, nor may you create a link to any part of our Website without our express written permission. We reserve the right to withdraw linking permission without notice. The Website in which you are linking must comply in all respects with the Conditions of Use and User Submissions and Site Content Standards. You agree to cooperate with us in causing any unauthorized framing or linking to immediately stop.

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THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

LIMITATION ON LIABILITY

TO THE FULLEST EXTENT PROVIDED BY LAW, UNDER NO CIRCUMSTANCE WILL THE CORPORATION, ITS AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONSULTANTS, OR SERVICE PROVIDERS BE LIABLE FOR NEGLIGENCE, GROSS NEGLIGENCE, NEGLIGENT MISREPRESENTATION, FUNDAMENTAL BREACH, DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, 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, BREACH OF PRIVACY OR OTHERWISE, EVEN IF THE PARTY WAS ALLEGEDLY ADVISED OR HAD REASON TO KNOW, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, RELIANCE ON, THE PLATFORM AND/OR OPPORTUNITIES WEBSITE OR THE SERVICES OF ANY LINKED WEBSITES OR SUCH OTHER THIRD PARTY WEBSITES, NOR ANY SITE CONTENT, MATERIALS, POSTING OR INFORMATION THEREON.

INDEMNIFICATION

To the maximum extent permitted by applicable law, you agree to defend (at the Corporation's option), indemnify and hold harmless the Corporation and its subsidiaries, and their respective directors, officers, employees, agents, consultants, successors and assigns, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to all attorneys' and legal fees, and expenses) arising from: (i) your use of and access to the Platform and/or Opportunities Website and the Services, including any data or content transmitted or received by you; (ii) your violation of these Terms of Use.

WEBSITE AND SERVICES

We may, without prior notice, change any aspect of the Services or Website; and/or stop providing the Services or features of the Services.

MODIFICATIONS TO THE TERMS OF USE

We reserve the right in our sole discretion to revise and update these Terms of Use from time to time. Any and all such modifications are effective immediately upon posting and apply to all access to and continued use of the Platform and/or Opportunities Website and the Services. **You agree to periodically review the Terms of Use in order to be aware of any such modifications and your continued use shall be your acceptance of these.**

The information and material on the Platform and/or Opportunities Website, and the Platform and/or Opportunities Website may be changed, withdrawn or terminated at any time in our sole discretion without notice. We will not be liable if for any reason all or any part of the Platform and/or Opportunities Website is restricted to users or unavailable at any time or for any period.

RELATIONSHIP OF THE PARTIES

No joint venture, partnership, employment, or agency relationship exists between you and the Corporation as a result of this Terms of Use or your use of the Services.

ENTIRE AGREEMENT

Except as they may be supplemented by written additional terms and conditions, policies, guidelines or standards between us, these Terms of Use and Service Terms of Use, constitute the entire agreement between NAFOA and you pertaining to the subject matter hereof, and supersede any and all prior oral or written understandings or agreements between NAFOA and you in relation to the access to and use of the Platform and/or Opportunities Website and the Services.

MISCELLANEOUS

1. Any waiver of any provision of this Agreement will be effective only if in writing and signed by NAFOA. No failure by NAFOA to exercise, or to delay in exercising, any rights hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder by NAFOA preclude any other or future exercise of that right or any other right hereunder by NAFOA.
2. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from this Agreement.
3. These Terms of Use do not and are not intended to confer any rights or remedies upon any person other than the parties. You may not assign, transfer or delegate the Terms of Use and the Service Terms of Use, and your rights and obligations hereunder without the prior written consent of NAFOA.
4. The Corporation may without restriction assign, transfer or delegate these Terms of Use and Service Terms of Use, and any rights and obligations hereunder, at its sole discretion.