

# The Prairie Band Potawatomi Nation Web Site Terms and Conditions of Use

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**6. Submitted Materials.** Unless specifically requested, we do not solicit nor do we wish to receive any confidential, secret or proprietary information from you through the Web Site, by email or in any other way. Any information, creative works (including without limitation text, photographs, graphics, audio, visual and audiovisual content), demos, ideas, suggestions, concepts, methods, systems, designs, plans, techniques or other materials submitted or sent to us (including, for example and without limitation, that which you submit or post to our chat rooms, message boards, review/ratings boards and/or our blogs, or send to us via e-mail) (“Submitted Materials”) will be deemed not to

be confidential or secret, and may be used by us in any manner consistent with the Privacy Policy. Prior to submitting any Submitted Materials, you must register with this Web Site and provide your User Information. By submitting or sending Submitted Materials to us, you: (I) represent and warrant that the Submitted Materials are not confidential or secret, and no confidential or fiduciary relationship is intended or created between you and us in any way, (ii) represent and warrant that the Submitted Materials are original to you, that no other party has any rights thereto, and that any “moral rights” in Submitted Materials have been waived, and (iii) you grant us and our affiliates, and our respective licensors, licensees, distributors, vendors, partners, agents, representatives, and other authorized users (collectively, “Representatives”) a royalty-free, unrestricted, worldwide, perpetual, irrevocable, non-exclusive and fully transferable, assignable and sublicensable right and license to us, copy, reproduce, modify, transferable, assignable and sublicensable right and license to use, copy, reproduce, modify, adapt, print, publish, translate, create derivative works from, distribute, perform and display such material (in whole or part) and/or to incorporate it in other works in any form, media, or technology now known or later developed, including for promotional and/or commercial purpose, and to authorize others to do so. We cannot be responsible for any information included in any Submitted Materials (for example, without limitation, a blog post or any comments to blog(s) created or posted by users), and we may delete or destroy any such Submitted Materials at any time. To the extent that any Submitted Materials submitted by you contain original songs or recordings, you hereby represent that you are a member of ASCAP, BMI, SESAC or any other applicable performing rights society and that all musical compositions (including lyrics) contained in such Submitted Materials are available for licensing to us and our affiliates (and our Representatives) directly from such societies. Notwithstanding the foregoing, regardless of whether you are a member of any performing rights society, you hereby grant us and our affiliates (and our Representatives) a perpetual, non-exclusive and irrevocable license to publicly perform each and every musical composition (including lyrics) contained in such Submitted Materials. To the extent that we solicit Submitted Materials through features or activities on the Web Site (including, without limitation, games, sweepstakes, contests, promotions and public forums) that require the use of our and/or our licensor’s copyrighted works (in whole or in part), we hereby grant you a non-exclusive license to create a derivative work using our copyrighted works (in whole or in part); we hereby grant you a non-exclusive license to create a derivative work using our copyrighted works (in whole or in part); provided however, that such license shall be conditioned upon your assignment of all rights in the work you create to us or our licensor, as applicable. If such rights are not assigned to us and/or our licensor, as applicable, your license to create material using our copyrighted works (in whole or in part) shall be null and void. You agree to the foregoing grant of rights, consents, agreements and assignments whether or not your Submitted Materials are used by us.

You hereby appoint us as your agent with full power to enter into and execute any document and/or do any act we may consider appropriate to confirm the grant of rights, consents, agreements, assignments and waivers set forth in these Terms and Conditions.

If you submit a photograph or video, you also agree to represent and warrant the

following: (I) you have the rights necessary to authorize us and our affiliates (and our Representatives) to use such photograph or video as permitted by these Terms and Conditions; (ii) you authorize us and our affiliates (and our Representatives) to use such photograph or video as permitted by these Terms and Conditions; (iii) you have obtained the necessary permissions, if any, for us and our affiliates (and our Representatives) to use such photograph or video in accordance with the Terms and Conditions; and (iv) such photograph or video has not been manipulated or altered in any manner so as to distort or misrepresent any individual or thing depicted in it.

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- are fraudulent, unlawful, threatening, abusive, harassing, libelous, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit or indecent, or that threatens or invites violence, or that is derogatory of others on the basis of gender, race, ethnicity, national origin, religion, sexual preference or disability;
- constitute or encourage conduct that would constitute a criminal offense, give rise to potential civil liability or otherwise violate any local, state, national or international law;
- violate, plagiarize or infringe the rights of third parties including without limitation copyright, trademark, trade secret, confidentiality, contract, patent, rights of privacy or publicity or any other proprietary right;
- contain a virus, spyware, or other harmful component;
- contain embedded links, advertising, chain letters or pyramid schemes of any kind;
- constitute or contain false or misleading indications of origin, endorsement or statements of fact; or
- contain sensitive, proprietary or confidential information about yourself or others.

Except as may be expressly permitted in connection with one of the Web Site's services, you also may not offer to buy or sell any product or service on or through your Submitted Materials. We will not accept responsibility for any information included in any Submitted Materials created or posted by users. You alone are responsible for the content and consequences of any and all of your activities and you submit Submitted Materials at your own risk.

**7. Prohibited User Conduct.** You warrant and agree that, while using the Web Site and the various services and features offered on or through the Web Site (including, for example and without limitation, blogs, Podcasts, RSS feeds, video players, photo galleries, chat rooms and other public or open forums), you shall not: (a) impersonate any person or entity, whether actual or fictitious, including anyone from the **Prairie Band Potawatomi Nation** or its affiliates, or misrepresent your affiliation with any other person or entity; (b) insert your own or a third party's advertising, branding or other promotional content into any of the Web Site's content, materials or services (for example, without limitation, in an RSS feed or a Podcast received from the **Prairie Band Potawatomi Nation** or otherwise through the Web Site), or use, redistribute, reuse, republish, repurpose or otherwise exploit such content or service for any purpose or reason, including without limitation, further commercial or promotional purposes; or (c) attempt to gain unauthorized access to other computer systems through the Web Site. You also shall not and, by your use of the Web Site, represent and warrant that you are not:

- engaging in "spidering," "screen scraping," "database scraping," harvesting of e-mail addresses, wireless addresses or other contact or personal information, or any other automatic means of obtaining lists of users or other information from the **Prairie Band Potawatomi Nation** including without limitation any information residing on any server or database connected to the Web Site or the services offered on or through the Web Site;
- obtaining or attempting to obtain unauthorized access to computer systems, materials or information through any means;
- using the Web Site or the Web Site's services or features in any manner with the intent to interrupt, damage, disable, overburden, or impair the Web Site or such services or features, including, without limitation, sending mass unsolicited messages or "flooding" servers with requests;
- removing, concealing, editing or otherwise altering any trademark, copyright or other proprietary rights notice or any other mark or source identifier included in any content or features made available on or through the Web Site (for example, without limitation, in any Podcast, photograph or text);
- using the Web Site or the Web Site's services or features in violation of the **Prairie Band Potawatomi Nation** or any third party's intellectual property or other proprietary, privacy or legal rights;

- using the Web Site or the Web Site's services in violation of any applicable law;
- attempting (or encouraging or supporting anyone else's attempt) to circumvent, reverse engineer, decrypt, or otherwise alter or interfere with the Web Site or the Web Site's services, or any content thereof, or make any unauthorized use thereof;
- using the Web Site in any manner that could damage, disable, overburden, or impair the Web Site or interfere with any other party's use and enjoyment of the Web Site or any of its services; or
- obtaining or attempting to obtain any materials or information through any means not intentionally made publicly available or provided for through the Web Site.

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**8. Posting on the Web Site.** We reserve the right, but do not have the obligation, to monitor and/or to review all materials posted to the Web Site or through the Web Site's services or features by users, and the **Prairie Band Potawatomi Nation** is not responsible for any such materials posted by users. The **Prairie Band Potawatomi Nation** is not responsible for any failure to monitor, review and/or delete any materials posted to the Web Site or through the Web Site's services or features by users. However, the **Prairie Band Potawatomi Nation** reserves the right at all times to disclose any information as necessary or advisable to satisfy any law, regulation or government request; and to edit, to refuse to post or to remove any information or materials, in whole or in part, that in the **Prairie Band Potawatomi Nation's** sole discretion, are objectionable or in violation of these Terms and Conditions, the **Prairie Band Potawatomi Nation** policies or applicable law or for any reason whatsoever. We may also impose limits on certain features of the forums or restrict your access to part or all of the forums without notice or penalty if we believe you are in breach of the guidelines set forth in our Terms and Conditions or in violation of applicable law, or for any other reason without notice or liability.

**9. Third Party Information.** Some materials or information accessible in certain areas of the Web Site may be provided by other users and not by **the Prairie Band**

**Potawatomi Nation** (including, for example and without limitation, information provided by individual property owners and real estate brokers, advertisements for third party or user-provided products or services, and submissions to blogs, photo galleries, message boards, chat rooms, review and ratings forums and other public forums available on or through the Web Site). From time to time, there may be opportunities on or through the Web Site for you to purchase certain products and/or services directly from such third parties (and in many cases, other users) who have advertised such products or services on the Web Site. **The Prairie Band Potawatomi Nation** assumes no responsibility for, and you are solely responsible for confirming, the availability, appropriateness, accuracy, sufficiency, correctness, veracity, completeness, reliability and timeliness of any such user-provided information, content, products, services, advertising or other materials. The inclusion of any such user-provided content on the Web Site does not imply endorsement or sponsorship by **the Prairie Band Potawatomi Nation**. You are solely responsible for any and all consequences of any such activities, transactions and relationships that you may conduct or form with other users of the Web Site. Any purchases that you make from such third parties or users who have advertised on or through the Web Site are made at your own risk. You acknowledge and agree that the **Prairie Band Potawatomi Nation** has no responsibility or liability for such purchases and/or transactions.

**10. Linking to the Web Site.** You agree that if you include a link from any other web site to this Web Site, such link shall link to the full version of an HTML formatted page of this Web Site. You are not permitted to link directly to any image hosted on the Web Site or our services, such as using an “in-line” linking method to cause the image hosted by us to be displayed on another web site. You agree not to link from any other web site to this Web Site in any manner such that the Web Site, or any page of the Web Site, is “framed,” surrounded or obfuscated by any third party content, materials or branding. We reserve all of our rights under the law to insist that any link to the Web Site be discontinued, that the link open in a new browser window, and/or to revoke your right to link to the Web Site from any other web site at any time upon written notice to you.

**11. Indemnification.** By submitting or posting any User Information, photograph, video, and/or Submitted Materials or by using the Web Site, you acknowledge and agree that, in the event that it becomes necessary or advisable for us to defend ourselves in a court of law or otherwise, with respect to any such User Information, photograph, video and/or Submitted Materials, or you engage in any prohibited conduct, as described below, we may rely on your representations and warranties contained herein. You agree to defend, indemnify and hold the **Prairie Band Potawatomi Nation**, its affiliates and Representatives and each of their respective directors, officers, employees and agents harmless from any and all claims, liabilities, costs and expenses, including reasonable attorneys’ fees and other costs of enforcing these Terms and Conditions, arising in any way from your use of the Web Site, your placement or transmission of any message, content, information, software or other materials on or through the Web Site, or your breach or violation of the law or of these Terms and Conditions. **The Prairie Band Potawatomi Nation** reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, and in such case, you agree to cooperate with **the Prairie Band Potawatomi Nation** defense of such claim and to reimburse the

**Prairie Band Potawatomi Nation** for the reasonable costs and expenses thereof.

**12. Third Party Web Sites.** You may be able to link from the Web Site to third party web sites that take you outside of our service and third party web sites may link to the Web Site (“Linked Sites”). For example, if you click on a banner advertisement or a search result, the click may take you off the Web Site. This includes links from advertisers, sponsors and content partners that may use our logo(s) as part of a co-branding relationship. You acknowledge and agree that the **Prairie Band Potawatomi Nation** has no responsibility for the information, content, products, services, advertising, code or other materials which may or may not be provided by or through Linked Sites, even if they are owned or run by affiliates of ours, and you rely on the same at your own risk. Such Linked Sites are not under our control, and links to other sites are provided solely for the convenience of users. You acknowledge that when you leave our Web Site by any means, including, but not limited to, when you click on a link that leaves the Web Site, the site you will land on is not controlled by us and different terms of use and privacy policies apply. We reserve the right to disable links from third-party sites to the Web Site, although we are under no obligation to do so. Links to Linked Sites do not constitute an endorsement or sponsorship by us of such web sites or the information, content, products, services, advertising, code or other materials presented on or through such web sites. Also, the **Prairie Band Potawatomi Nation** is not responsible for any form of transmission received from any linked web site.

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- A physical or electronic signature of person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the materials that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- Information reasonably sufficient to permit us to contact the complaining party, including an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its

agent, or the law; and

- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

We may give notice to our users that we have received a notice of infringement by means of a general notice on the Web Site, electronic mail to a user's e-mail address in our records, or by written communication sent by first-class mail to a user's physical address in our records. If you receive such a notice, you may provide counter-notification in writing to the designated agent that includes the information below. To be effective, the counter-notification must be a written communication that includes the following:

- Your physical or electronic signature;
- Identification of the material that has been removed or to which access has been disabled, and the location at which the materials appeared before it was removed or access to it was disabled;
- A statement from you under the penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
- Your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a federal district court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for the judicial district in which the Prairie Band Potawatomi Nation offices are located, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

**Publisher**  
**Prairie Band Potawatomi Nation**  
**16281 Q Road**  
**Mayetta, KS 66509**  
**785-966-4000 or 877-715-6789**

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**17. Termination.** The **Prairie Band Potawatomi Nation** may terminate, change, suspend or discontinue any aspect of the Web Site or the Web Site’s services (including, without limitation, content, features or hours of availability), at any time and for any reason. **The Prairie Band Potawatomi Nation** may restrict, suspend or terminate your access to the Web Site and/or its services if we believe you are in breach of our terms and conditions or applicable law, or for any other reason without notice or liability. If we have banned you from the Web Site or any of the services on or available through the Web Site, you may not return to the Web Site for any reason or in any manner. Once you have been banned from use of the Web Site, you may not thereafter use the Web Site

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**18. Changes to Terms and Conditions.** **The Prairie Band Potawatomi Nation** reserves the right, at its sole discretion, to change, modify, add or remove any portion of the Terms and Conditions, in whole or in part, at any time. Changes in the Terms and Conditions will be effective when posted. Your continued use of the Web Site and/or the services made available on or through the Web Site after any changes to the Terms and Conditions are posted will be considered acceptance of those changes.

**19. Miscellaneous.** The Terms and Conditions, and the relationship between you and us, shall be governed **by the laws of the Prairie Band Potawatomi Nation**, United States of America, without regard to conflict of law provisions. You agree that any cause of action that may arise under the Terms and Conditions shall be commenced and be heard in the **appropriate court in the Prairie Band Potawatomi Nation**, United States of America. You agree to submit to the personal and exclusive jurisdiction of such courts. Our failure to exercise or enforce any right or provision of the Terms and Conditions shall not constitute a waiver of such right or provision. Nothing in these Terms and Conditions shall be construed as a waiver of the sovereign immunity of the **Prairie Band Potawatomi Nation**. If any provision of the Terms and Conditions is found by a court of competent jurisdiction 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 the Terms and Conditions remain in full force and effect.

This Terms and Conditions of Use was last updated on Feb. 2, 2010.