

## **The Iowa Tribe of Kansas and Nebraska Community Portal Terms and Conditions**

Welcome to the Community Portal (“Portal”), owned and operated by the Iowa Tribe of Kansas and Nebraska (“Tribe”). By accessing or using the Portal, You agree to be bound by the following Terms and Conditions:

### **1. PURPOSE OF THE PORTAL**

The Portal is an informational platform that can only be accessed by enrolled citizens of the Tribe. The purpose of the Portal is to keep citizens informed about the Tribe’s operations, proposed legislation, and scheduled meetings of the Executive Committee including meeting minutes and agendas. The Portal empowers and encourages citizens to engage and connect with the Tribe so that they can meaningfully participate in self-governance and General Council matters.

The Portal is intended to promote transparency. The Tribe will make reasonable efforts to provide accurate information on the Portal. However, the Tribe cannot guarantee that information made available to You is complete, as there may be other documents related to the information being provided. The Tribe encourages citizens to refer to the ITKN Freedom of Information Act (FOIA) for the rules and process regarding accessing information that may not be available on the Portal but available through a duly submitted FOIA request.

### **2. PORTAL FEATURES**

The Portal is designed for informational access only. It does not support communication features such as peer-to-peer messaging, private or direct messaging, forums, or file uploads. All information available on the Portal is provided by the Tribe and does not constitute legal, financial, or official advice from the Tribe or others. The Tribe is not responsible for the content or reliability of any external, third-party websites or platforms, referenced in the information on the Portal.

### **3. USER ACCOUNTS**

With the exception of individuals authorized by the Tribe, access to the Portal is restricted to verified, enrolled citizens of the Tribe. Unauthorized access by non-citizens is strictly prohibited. You agree not to allow non-citizens to use Your account. You may give fellow citizens written permission to use Your account.

As a user of the Portal, You are responsible for maintaining confidentiality of Your account credentials and ensuring that all activity occurring under Your account complies with these Terms and Conditions. The Tribe is not liable for any losses or damages resulting from unauthorized access of Your account. If you suspect Your account is being used without your permission, please notify the Tribe immediately.

### **4. PERMITTED PROHIBITED USES**

You agree to use the Portal for general, informational purposes that do not violate applicable Tribal or federal law.

Prohibited use of the Portal includes, but is not limited to:

- Hacking or accessing the Portal, or attempting thereof, using a method other than inputting Your credentials;
- Manipulating the content, features, documents, or information in the Portal;
- Sharing your login credentials with a non-citizen of the Tribe who is not authorized to use the Portal;
- Permitting an unauthorized non-citizen to use Your account;
- Extracting, downloading, screenshotting, photographing, or reproducing content in the Portal for personal gain, financial gain, business use, commission of a crime, or unauthorized third-party use;
- Using, or attempting to use, information in the Portal for any purpose other, than that in Section 1 (“PURPOSE OF THE PORTAL”), including, but not limited to, personal gain, financial gain, procuring business or commercial contracts, making or supporting unsubstantiated political opinions, committing a crime, or for matters unrelated to the Tribe;
- Using, or attempting to use, information or content in a way that harasses, defames, threatens, abuses, or extorts any individual or entity;
- Misrepresenting the information in the Portal publicly or on social media;
- Interfering with, disrupting, or damaging the Portal, its networks, software, and equipment;
- Uploading or distributing viruses, spyware, malware, or other malicious code; and
- Disseminating or deliberately making information in the Portal available to unauthorized individuals or entities.

Prohibited use of the Portal may result in civil or criminal penalties.

## 5. MODIFICATION OF THESE TERMS AND CONDITIONS

The Tribe reserves the right to update, modify, or amend these Terms and Conditions at any time without prior notice. While we will notify You of changes to these Terms and Conditions, it is Your responsibility to read and understand the most current Terms and Conditions. Continued use of the Portal after changes to the Terms and Conditions constitutes acceptance of the modified terms.

## 6. SERVICE INTERRUPTIONS

The Portal may be temporarily unavailable at times for technical reasons such as, but not limited to, server maintenance, website maintenance, equipment replacement or upgrades, or to address technical issues.

## 7. LIMITATION OF LIABILITY

The Tribe is not liable for any indirect, incidental, special, consequential, or punitive damages arising from or related to Your use of or inability to use the Portal.

## 8. DATA COLLECTION AND PRIVACY

The Tribe does not collect and store Your data, not including your log-in credentials, when you use the Portal. The Tribe therefore cannot sell or share your personal information.

## 9. TERMINATION OF ACCESS

The Tribe reserves the right to terminate or restrict Your access to the Portal, without notice, for conduct that violates these Terms and Conditions or applicable law. Upon written notice, You will be given an opportunity to respond and regain access to Your account. Continually or egregious misuse of the Portal may result in a lifetime ban from using the Portal.

## 10. GOVERNING LAW AND JURISDICTION

These Terms and Conditions are governed and construed according to the laws, customs, and sovereign authority of the Iowa Tribe of Kansas and Nebraska, without regard to conflict of laws principles. By accessing the Portal, You explicitly consent to adjudicate any and all disputes arising from these Terms and Conditions exclusively in the courts of the Iowa Tribe of Kansas and Nebraska.

## 11. SOVEREIGN IMMUNITY

Nothing in these Terms and Conditions shall be construed as an express or implied waiver of the Tribe's sovereign immunity.

## 12. INTELLECTUAL PROPERTY

All content, including the text, graphics, logos, designs, information, and documents, in the Portal is the intellectual property of the Tribe unless otherwise noted. You agree not to reproduce or use the content for any reason that is not personal without the prior, written permission of the Tribe.

## 13. ENTIRE AGREEMENT

These Terms and Conditions, as well as any applicable law, constitutes the entire understanding between You and the Tribe regarding use of the Portal. Any and all prior agreements, terms and conditions, or understandings are null and void.