

WEB SITE SERVICE AGREEMENT/TERMS OF USE

1. ACCEPTANCE OF TERMS

The services that Shoshone & Arapaho Tribes of the Wind River Reservation Tribal Employment Rights Office (TERO) provides to the User are subject to the following Terms of Use ("TOU"). Shoshone & Arapaho Tribes of the Wind River Reservation Tribal Employment Rights Office (TERO) reserves the right to update the TOU at any time without notice to User. The most current version of the TOU can be reviewed by clicking on the "Terms of Use" hypertext link located at the bottom of our Web pages.

- A. This Agreement, which incorporates by reference other provisions applicable to use of <http://www.windrivertero.net/>, including, but not limited to, supplemental terms and conditions set forth hereof ("Supplemental Terms") governing the use of certain specific material contained in <http://www.windrivertero.net/>, sets forth the terms and conditions that apply to use of <http://www.windrivertero.net/> by User. By using Shoshone & Arapaho Tribes of the Wind River Reservation Tribal Employment Rights Office (TERO) (other than to read this Agreement for the first time), User agrees to comply with all of the terms and conditions hereof. The right to use <http://www.windrivertero.net/> is personal to User and is not transferable to any other person or entity. User is responsible for all use of User's Account (under any screen name or password) and for ensuring that all use of User's Account complies fully with the provisions of this Agreement. User shall be responsible for protecting the confidentiality of User's password(s), if any.
- B. Shoshone & Arapaho Tribes of the Wind River Reservation Tribal Employment Rights Office (TERO) shall have the right at any time to change or discontinue any aspect or feature of <http://www.windrivertero.net/>, including, but not limited to, content, hours of availability, and equipment needed for access or use.

2. CHANGED TERMS

Shoshone & Arapaho Tribes of the Wind River Reservation Tribal Employment Rights Office (TERO) shall have the right at any time to change or modify the terms and conditions applicable to User's use of <http://www.windrivertero.net/>, or any part thereof, or to impose new conditions, including, but not limited to, adding fees and charges for use. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof, which may be given by means including, but not limited to, posting on <http://www.windrivertero.net/>, or by electronic or conventional mail, or by any other means by which User obtains notice thereof. Any use of <http://www.windrivertero.net/> by User after such notice shall be deemed to constitute acceptance by User of such changes, modifications or additions.

3. DESCRIPTION OF SERVICES

Through its Web property, Shoshone & Arapaho Tribes of the Wind River Reservation Tribal Employment Rights Office (TERO) provides User with access to a variety of resources, including download areas, communication forums and product information (collectively "Services"). The Services, including any updates, enhancements, new features, and/or the addition of any new Web properties, are subject to the TOU.

4. EQUIPMENT

User shall be responsible for obtaining and maintaining all telephone, computer hardware, software and other equipment needed for access to and use of <http://www.windrivertero.net/> and all charges related thereto.

5. USER CONDUCT

- A. User shall use <http://www.windrivertero.net/> for lawful purposes only. User shall not post or transmit through <http://www.windrivertero.net/> any material which violates or infringes in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law, or which, without Shoshone & Arapaho Tribes of the Wind River Reservation Tribal Employment Rights Office (TERO) 's express prior approval, contains advertising or any solicitation with respect to products or services. Any conduct by a User that in Shoshone & Arapaho Tribes of the Wind River Reservation Tribal Employment Rights Office (TERO)'s discretion restricts or inhibits any other User from using or enjoying <http://www.windrivertero.net/> will not be permitted. User shall not use <http://www.windrivertero.net/> to advertise or perform any commercial solicitation, including, but not limited to, the solicitation of users to become subscribers of other on-line information services competitive with Shoshone & Arapaho Tribes of the Wind River Reservation Tribal Employment Rights Office (TERO).
- B. <http://www.windrivertero.net/> contains copyrighted material, trademarks and other proprietary information, including, but not limited to, text, software, photos, video, graphics, music and sound, and the entire contents of <http://www.windrivertero.net/> are copyrighted as a collective work under the United States copyright laws. Shoshone & Arapaho Tribes of the Wind River Reservation Tribal Employment Rights Office (TERO) owns a copyright in the selection, coordination, arrangement and enhancement of such content, as well as in the content original to it. User may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the content, in whole or in part. User may download copyrighted material for User's personal use only. Except as otherwise expressly permitted under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material will be permitted without the express permission of Shoshone & Arapaho Tribes of the Wind River Reservation Tribal Employment Rights Office (TERO) and the copyright owner. In the event of any permitted copying, redistribution or publication of copyrighted material, no changes in or deletion of author attribution, trademark legend or copyright notice shall be made. User acknowledges that it does not acquire any ownership rights by downloading copyrighted material.
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- D. The foregoing provisions of Section 5 are for the benefit of Shoshone & Arapaho Tribes of the Wind River Reservation Tribal Employment Rights Office (TERO), its subsidiaries, affiliates and its third party content providers and licensors and each shall have the right to assert and enforce such provisions directly or on its own behalf.

6. USE OF SERVICES

The Services may contain e-mail services, bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, photo albums, file cabinets and/or other message or communication facilities designed to enable User to communicate with others (each a "Communication Service" and collectively "Communication Services"). User agrees to use the Communication Services only to post, send and receive messages and material that are proper and, when applicable, related to the particular Communication Service. By way of example, and not as a limitation, User agrees that when using the Communication Services, User will not:

- Use the Communication Services in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information.
- Upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless User own or control the rights thereto or have received all necessary consent to do the same.
- Use any material or information, including images or photographs, which are made available through the Services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party.
- Upload files that contain viruses, Trojan horses, worms, time bombs, cancel bots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Services specifically allows such messages.
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- Restrict or inhibit any other user from using and enjoying the Communication Services.

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- Violate any applicable laws or regulations.
- Create a false identity for the purpose of misleading others.
- Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of the Services or other user or usage information or any portion thereof.

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7. MEMBER ACCOUNT, PASSWORD, AND SECURITY

If any of the Services requires User to open an account, User must complete the registration process by providing Shoshone & Arapaho Tribes of the Wind River Reservation Tribal Employment Rights Office (TERO) with current, complete and accurate information as prompted by the applicable registration form. User also will choose a password and a user name. User is entirely responsible for maintaining the confidentiality of User's password and account. Furthermore, User is entirely responsible for any and all activities that occur under User's account. User agrees to notify Shoshone & Arapaho Tribes of the Wind River Reservation Tribal Employment Rights Office (TERO) immediately of any unauthorized use of User's account or any other breach of security. Shoshone & Arapaho Tribes of the Wind River Reservation Tribal Employment Rights Office (TERO) will not be liable for any loss that User may incur as a result of someone else using User's password or account, either with or without User's knowledge. However, User could be held liable for losses incurred by Shoshone & Arapaho Tribes of the Wind River Reservation Tribal Employment Rights Office (TERO) or another party due to someone else using User's account or password. User may not use anyone else's account at any time, without the permission of the account holder.

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Shoshone & Arapaho Tribes of the Wind River Reservation Tribal Employment Rights Office (TERO) OR ANY OF ITS EMPLOYEES DO NOT ACCEPT OR CONSIDER UNSOLICITED IDEAS, INCLUDING IDEAS FOR NEW ADVERTISING CAMPAIGNS, NEW PROMOTIONS, NEW PRODUCTS OR TECHNOLOGIES, PROCESSES, MATERIALS, MARKETING PLANS OR NEW PRODUCT NAMES. PLEASE DO NOT SEND ANY ORIGINAL CREATIVE ARTWORK, SAMPLES, DEMOS, OR OTHER WORKS. THE SOLE PURPOSE OF THIS POLICY IS TO AVOID POTENTIAL MISUNDERSTANDINGS OR DISPUTES WHEN Shoshone & Arapaho Tribes of the Wind River Reservation Tribal Employment Rights Office (TERO)'S PRODUCTS OR MARKETING STRATEGIES MIGHT SEEM SIMILAR TO IDEAS SUBMITTED TO Shoshone & Arapaho Tribes of the Wind River Reservation Tribal Employment Rights Office (TERO). SO, PLEASE DO NOT SEND YOUR UNSOLICITED IDEAS TO Shoshone & Arapaho Tribes of the Wind River Reservation Tribal Employment Rights Office (TERO) OR ANYONE AT Shoshone & Arapaho Tribes of the Wind River Reservation Tribal Employment Rights Office (TERO). IF, DESPITE OUR REQUEST THAT YOU NOT SEND US YOUR IDEAS AND MATERIALS, YOU STILL SEND THEM, PLEASE UNDERSTAND THAT Shoshone & Arapaho Tribes of the Wind River Reservation Tribal Employment Rights Office (TERO) MAKES NO ASSURANCES THAT YOUR IDEAS AND MATERIALS WILL BE TREATED AS CONFIDENTIAL OR PROPRIETARY.

15. MONITORING

Shoshone & Arapaho Tribes of the Wind River Reservation Tribal Employment Rights Office (TERO) shall have the right, but not the obligation, to monitor the content of <http://www.windrivertero.net/>, including chat rooms and forums, to determine compliance with this Agreement and any operating rules established by Shoshone & Arapaho Tribes of the Wind River Reservation Tribal Employment Rights Office (TERO) and to satisfy any law, regulation or authorized government request. Shoshone & Arapaho Tribes of the Wind River Reservation Tribal Employment Rights Office (TERO) shall have the right in its sole discretion to edit, refuse to post or remove any material submitted to or posted on <http://www.windrivertero.net/>. Without limiting the foregoing, Shoshone & Arapaho Tribes of the Wind

River Reservation Tribal Employment Rights Office (TERO) shall have the right to remove any material that Shoshone & Arapaho Tribes of the Wind River Reservation Tribal Employment Rights Office (TERO), in its sole discretion, finds to be in violation of the provisions hereof or otherwise objectionable.

16. INDEMNIFICATION

User agrees to defend, indemnify and hold harmless Shoshone & Arapaho Tribes of the Wind River Reservation Tribal Employment Rights Office (TERO), its affiliates and their respective directors, officers, employees and agents from and against all claims and expenses, including attorneys' fees, arising out of the use of Shoshone & Arapaho Tribes of the Wind River Reservation Tribal Employment Rights Office (TERO) by User or User's Account.

17. TERMINATION

Either Shoshone & Arapaho Tribes of the Wind River Reservation Tribal Employment Rights Office (TERO) or User may terminate this Agreement at any time. Without limiting the foregoing, Shoshone & Arapaho Tribes of the Wind River Reservation Tribal Employment Rights Office (TERO) shall have the right to immediately terminate User's Account in the event of any conduct by User which Shoshone & Arapaho Tribes of the Wind River Reservation Tribal Employment Rights Office (TERO), in its sole discretion, considers to be unacceptable, or in the event of any breach by User of this Agreement.

18. MISCELLANEOUS

This Agreement and any operating rules for <http://www.windrivertero.net/> established by Shoshone & Arapaho Tribes of the Wind River Reservation Tribal Employment Rights Office (TERO) constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between the parties with respect to such subject matter. This Agreement shall be construed in accordance with the laws of the Wyoming, United States, without regard to its conflict of laws rules. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import.

19. COPYRIGHT NOTICE

Shoshone & Arapaho Tribes of the Wind River Reservation Tribal Employment Rights Office (TERO) its logos are trademarks of Shoshone & Arapaho Tribes of the Wind River Reservation Tribal Employment Rights Office (TERO) Ltd. All rights reserved. All other trademarks appearing on Shoshone & Arapaho Tribes of the Wind River Reservation Tribal Employment Rights Office (TERO) are the property of their respective owners.

20. TRADEMARKS

The names of actual companies and products mentioned herein may be the trademarks of their respective owners. The example companies, organizations, products, domain names, email addresses, logos, people and events depicted herein are fictitious. No association with any real company, organization, product, domain name, e-mail address, logo, person, or event is intended or should be inferred.

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