

Virtual Event User Terms & Conditions

ACCESS: Your registration entitles you to access the virtual event for which you have registered. Any and all other costs associated with your attendance shall be borne solely by you, and the virtual event host, the National Congress of American Indians (NCAI) is not responsible for such costs.

LIMITATIONS OF USE: By registering for your NCAI virtual events pass you agree not to sell, trade, transfer, or share your complimentary access link and/or code, unless such transfer is approved by NCAI. If NCAI determines that you have violated this policy, NCAI may cancel your access. Payments will not be refunded in such instances, and NCAI reserves the right to take further enforcement actions as needed.

CONDUCT: By registering for this event, you agree that you will conduct yourself in a respectful manner at all times. You acknowledge and agree that NCAI reserves the right to remove you from the virtual event if NCAI, in its sole discretion, determines that your conduct is disruptive or otherwise hinders the virtual event or the enjoyment of the virtual event content by other attendees.

RECORDING, LIVE STREAMING OF VIDEOTAPING: Participants may not copy, record or broadcast audio or video of sessions or other content at NCAI virtual events. Violations of these terms may be removed from the virtual event. Payments will not be refunded in such instances, and NCAI reserves the right to take further enforcement actions as needed.

EVENT EXCLUSION: NCAI retains the right to exclude any prospective participant from registering for or participating in any virtual event, at NCAI's sole discretion and at any time.

VIRTUAL EVENT CONTENT: You acknowledge and agree that NCAI, in its sole discretion, reserves the right to change any and all aspects of its virtual event, including but not limited to, the virtual event name, themes, content, program, speakers, performers, hosts, moderators, venue, and time. Virtual event content shall be recorded by NCAI and will be accessible to paid participants.

NO SOLICITATION BY ATTENDEES: Only Exhibitors are permitted to solicit Attendees regarding their products/services at this virtual event. Attendees may not promote their products or services at or in connection with this virtual event. Violators of these terms may be removed from the virtual event and may be prohibited from attending any future events (virtual or in-person). If you are interested in opportunities to promote any of your products/services at this virtual event, please contact NCAI staff to learn more about registration as an Exhibitor.

EXHIBITOR OR OTHER THIRD PARTY SPEECH OR EXPRESSION: Each event offers the opportunity for various Exhibitors or sponsors to present their products and services, and otherwise to communicate their thoughts and opinions to Attendees. Further, Attendees or

other individuals may have communicated their thoughts and opinions to other Attendees or other persons. We do not endorse or otherwise condone any statements or representations made by, or the activities of, or products or services of, any Exhibitor, sponsor, Attendee or other person, and by registering for this event, you acknowledge and agree to a waiver and release of liability for NCAI, its directors, employees, and agents, related to any and all acts or omissions of an Exhibitor, sponsor, Attendee or other person at, or otherwise in connection with, this virtual event.

PLATFORM USAGE RESTRICTIONS: From NCAI's perspective, you shall not use the virtual conference platforms in any manner that:

- (a) enables you (or enables any other person) to attempt to extract any software underlying any portion of the virtual conference platforms or the source code of the software underlying the virtual conference platforms or any portion thereof;
- (b) interferes with operations or services provided by the virtual conference platforms or otherwise disrupts the conference or virtual conference platforms in any way;
- (c) interrupts, destroys or limits the functionality of, any computer software or hardware or telecommunications equipment (including without limitation by means of software viruses, Trojan horses or any other computer code, files or programs);
- (d) infringes any copyright, trademark, trade secret, patent or other right of any party (including the promoting of an illegal or unauthorized copy of another person's copyrighted work), or defames or invades the publicity rights or the privacy of any person, living or deceased (or impersonates any such person);
- (e) is false, misleading, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, hateful, or racially, ethnically or otherwise objectionable, as determined by NCAI in our sole discretion;
- (f) creates a false identity or otherwise attempts to mislead any person as to the identity or origin of any communication;
- (g) exports, re-exports, or permits downloading of any message or content in violation of any export or import law, regulation, or restriction of the United States and its agencies and authorities, or without all required approvals, licenses, or exemptions;
- (h) causes us to lose (in whole or part) the services of our internet service providers or other suppliers;
- (i) consists of any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, or otherwise transmits, posts or sends unsolicited commercial messages, or otherwise removes or modifies any postings, unauthorized commercial advertisements, affiliate links, and other forms of solicitation;

(j) links to materials or other content, directly or indirectly, to which you do not have a right to link to or which NCAI determines in our sole discretion is not appropriate to be linked to from the virtual conference platforms; or

(k) violates, or encourages others to violate these terms and conditions or any other portion of the User Agreements (or engages in any other activity deemed by us to be in conflict with such documents), or violates or encourages others to violate any applicable local, state, national, or international law.

REPORTING VIOLATIONS: You shall immediately notify us in writing of any Content that you view through the virtual conference platforms which you deem to be offensive, inappropriate or otherwise a violation of these terms and conditions.

INTELLECTUAL PROPERTY: Any text, messages, comments, files, icons, images, tags, notes, links, photographs, audio, video and other content appearing on or otherwise provided through the Platform (collectively, "Content") uploaded or otherwise provided by you through the Platform (collectively, "Your Content") shall be owned by you, subject to the rights you grant to NCAI below. Content provided by NCAI or any of our Third Party Licensors is protected by copyright, trademark and other laws of the United States and/or other jurisdictions. Other than Your Content and third party Trademarks appearing at any Event or otherwise through the virtual conference platforms, you acknowledge and agree that as between you and NCAI, all right, title and interest (including without limitation all copyright, trademark, patent, trade secret and other intellectual property rights) in and to each Event (including without limitation all Content appearing in connection with such an Event) is owned by NCAI, and that you have no rights in and to any Event or the virtual conference platforms as expressly set forth in these terms and conditions. Except for that information which is in the public domain and is not otherwise limited by third party rights or for which you have been given express written permission by NCAI, no Content may be sold, copied, reproduced, republished, uploaded, displayed, posted, transmitted, distributed, modified, publicly performed, used in any derivative works based thereon or otherwise used for any public or commercial purpose without NCAI's prior written consent or, where applicable, that of our licensors. However, you may be permitted to print copies of certain materials appearing on the virtual conference platforms (subject to any limitations posted by us and/or our third party licensors, which you are obligated to review and adhere to) for your personal, noncommercial use only, provided that you must keep intact all copyright, Trademark, and other proprietary notices appearing therein and that you use such materials only in the manner permitted by these terms and conditions and never in any manner which directly or indirectly competes with us. For clarity and without limiting the foregoing, please note that Content posted by other virtual conference platforms' users (i.e., our other exhibitors and our Virtual Venue attendees) may also be protected by copyright, trademark, patent and other rights under the laws of the United States and/or other jurisdictions, and no rights in and to such Content whatsoever are granted to you other than those expressly granted herein or by the owner of such Content.

GRANT OF LICENSE TO YOUR CONTENT; IMAGE AND LIKENESS: As an attendee, you grant permission for your name, image, likeness, and any images, videos or other visual representations of the like, to appear on marketing collateral using electronic and print photos and video footage. Further, you hereby relinquish any and all interests and rights to photographs and video collateral recorded by NCAI and its partners. By posting Your Content to the virtual conference platforms, you automatically grant, and represent and warrant that you have the right to grant to NCAI, a non-exclusive, perpetual, irrevocable, sub-licensable (through multiple tiers), assignable, fully-paid, royalty-free, and worldwide license to use, copy, modify, adapt, publish, make, sell, publicly display, create derivative works of or incorporate into other works all of such Your Content (in whole or in part), communicate to the public, distribute (through multiple tiers), perform or display all of such Your Content (in whole or in part), in any form, media, or technology now known or later developed, and to grant and authorize sublicenses of the foregoing through multiple tiers of sub-licensees, including the right to exercise the copyright, publicity, and any other rights over any of the materials contained in all of such Your Content for any purpose, including without limitation (a) for purposes of advertising and publicity on the virtual conference platforms, at an Event and elsewhere, and (b) otherwise to generate revenue or for other benefit. NCAI shall not be limited in any way in the use, commercial or otherwise, of any of such Your Content, and you hereby waive any moral rights (or “droit moral”) in, or approval rights to, all of Your Content. For clarity and without limiting any of the foregoing, we reserve the express right to incorporate any of Your Content into any further work, in any medium now or hereafter known, without prior consent or review, and without attribution or payment of any royalty or fee whatsoever.

REMOVAL OF NOTICES: You shall not remove, obscure, or alter any proprietary rights or notices (including without limitation copyright and trademark notices) which may be affixed to or contained within any Content. You shall abide by all such notices.

LINKS; THIRD PARTY WEBSITES: We or our Third Party Licensors may provide links to third party websites that we believe may be of possible interest to you. Because we do not endorse or otherwise have control over any such websites, we are not responsible or liable, directly or indirectly, for (a) the availability or unavailability of such websites, (b) any content, data, text, software, music, sound, photographs, video, messages, tags, links, advertising, services, products, or other materials on or available from such websites, (c) your participation, correspondence or business dealings with any third party found on or through the virtual conference platforms regarding payment and delivery of specific goods and services, or any other terms, conditions, representations or warranties associated with such dealings, all of which are solely between you and any such third party, or (d) any damage or loss caused or alleged to be caused by or in connection with or related to your interaction with any such third party or any other third party with whom you form a connection through or because of the virtual conference platforms. Your use of any website linked to from the virtual conference platforms is subject to the policies and procedures of the owner of each such website, and your use of all such websites is subject to such policies and procedures and not to the provisions of these terms and conditions.

NCAI'S TRADEMARKS: "National Congress of American Indians," "NCAI," "NCAI Executive Counsel Winter Session," "NCA2I020," "NCAI ECWS," and any and all associated marks and logos are Trademarks of NCAI. All other Trademarks referenced on the virtual conference platforms or otherwise in connection with any Event are the property of their respective owners. NCAI is not affiliated with, or sponsored or endorsed by, any third party trademark owner whose Trademark appears on the virtual conference platforms or otherwise in connection with any Event, and whose owner is not indicated to be NCAI. As used herein, the term "Trademarks" means, collectively, all service names, graphics, designs, logos, page headers, button icons, scripts, commercial markings, and trade dress appearing on the virtual conference platforms or otherwise in connection with any Event which indicate a source of goods or services. Trademarks are protected by the trademark laws of the United States and/or other jurisdictions. You may not use any Trademarks in any manner without our prior written consent or the prior written consent of such third party Trademark holder, as applicable.

FORCE MAJEURE: The failure or delay of NCAI in NCAI's performance of any of its obligations under these terms and conditions and/or any other portion of the User Agreements, including without limitation NCAI's holding of any Event or Events for which the Attendee has already paid Registration Fees, shall be excused (and NCAI shall not be deemed to have breached these terms and conditions or any of the other User Agreements) if such failure or delay is a result of any of the following: (a) any act or omission of User or any person acting on User's behalf, including without limitation User's or any such person's failure to perform (or cause to be performed) any of User's obligations to NCAI, (b) the unavailability of any Venue, or (c) any Force Majeure Event. For purposes of these terms and conditions, a "Force Majeure Event" means any event which prevents or delays the performance by NCAI of any of its obligations under these terms and conditions and/or any other portion of the User Agreements in whole or in part, whether by reason of any (i) act of God, (ii) flood, fire, earthquake, or like natural disaster, (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil disturbance or unrest, civil commotion, acts of public enemies, public agitation, or sabotage, (iv) epidemics or pandemics (including without limitation circumstances arising from the COVID-19 pandemic that make such performance of NCAI under these terms and conditions or any other portion of the User Agreements commercially impracticable, even if such circumstances might be deemed to be foreseeable), (v) widespread Internet, communications or electrical outages, (vi) actions, embargoes or blockades, (vii) acts or orders of government or authorities, rules and regulations, or any delay or abandonment due to any order of any court of applicable jurisdiction, (viii) national or regional emergency, (ix) strikes, labor stoppages, lock-outs, slowdowns or other industrial disturbances, and (x) any other cause beyond the reasonable control of NCAI.