

Terms and Conditions of Use for the Níó Nę P'ęńę Geospatial Hub

PLEASE READ THIS AGREEMENT CAREFULLY. The Níó Nę P'ęńę Geospatial Hub (the "Website") is a website with a service providing certain functionality to support the technical needs of the Níó Nę P'ęńę area. This service is offered by the ʔehdzo Got'Inę Gots'ę Nákedı. In English, the ʔehdzo Got'Inę Gots'ę Nákedı is called the Sahtú Renewable Resources Board ("SRRB"). This Terms and Conditions of Use Agreement (the "Terms and Conditions of Use" or "Agreement") describes the terms and conditions applicable to your access and use of this Website and associated services. The SRRB may revise this Agreement at any time by posting amended Terms of Use on this Website, and you agree that you will be bound by any changes to the Terms of Use. The date of last revision is included at the top of this page. The SRRB may make changes in the services described on this Website at any time. You understand that the SRRB may discontinue or restrict your use of this Website for any reason.

ABOUT THE INFORMATION ON THIS SITE. The Content (as defined below) available on this Website is intended to be a general information resource and is provided solely on an "AS IS" and "AS AVAILABLE" basis. You are encouraged to confirm the information contained herein. The SRRB's publication of the Content on the Website is not a warranty or guarantee of the quality or availability of any goods or services.

ELIGIBILITY. By using this Website, you represent and warrant that (a) all registration and other information you submit, if any, is truthful and accurate; (b) you will maintain the accuracy of any information you provide; (c) you will not submit any personal information if you are under 13 years of age; and (d) your use of this Website does not violate any applicable law or regulation.

USE OF MATERIALS ON THIS SITE. The content on this Website includes, but is not limited to, text, graphics, images, photographs, illustrations, maps, trademarks, tradenames, service marks, logos, information obtained from the SRRB's licensors and partners, and other materials ("Content"). Ownership of the Content on this Website remains with the SRRB. The SRRB invites you to view and use a single copy of the materials obtained from this Website for your personal, non-commercial use. Except as expressly permitted on this Website, you agree not to license, distribute, create derivative works from, transfer, sell or re-sell any information, Content, or services obtained from this Website. No graphics, photographs or other visual elements obtained through this Website may be used, copied, or distributed separate from the accompanying text without the prior express written consent of the original owner or the SRRB. You are not permitted to use the materials on this Website except as expressly set forth herein. You may not under any circumstances attempt to deface, shut down or otherwise damage this Website. You may not, without the SRRB's written permission, copy any Content contained in this Website or any other server.

DATA SUBMISSIONS AND POSTINGS. The Website provides the opportunity to share knowledge and post other helpful or meaningful data and information. By submitting content or information of any type (a "Posting") to the Website, or by otherwise using the functionality on the Website to transmit or display a Posting, you automatically grant the SRRB a royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, publish, translate, create derivative works from, distribute, transmit, perform, and display such content or information (in whole or in part) worldwide and/or to incorporate into other works in any form, media, or technology now known or later developed for the full term of any rights that may exist in such content or information. You also acknowledge that such submissions are confidential for all purposes.

INDIGEOUS DATA & UNDRIP. This Website and the SRRB recognize that Indigenous peoples have the right to self-determination, as articulated in Article 3 of the *United Nations Declaration on the Rights of Indigenous Peoples*. Subject to the rest of this Agreement, this Website and the SRRB recognize that data concerning Indigenous peoples is a strategic resource utilized in pursuit of Indigenous self-determination, and that such data should not be collected without the free, prior, and informed consent of relevant Indigenous peoples.

FIRST NATIONS DATA & OCAP®. This Website and the SRRB recognize the OCAP® principles of Ownership, Control, Access and Possession. The SRRB operates this Website under the assumption that all data submitted or posted to the Website was collected via a process that involved deep engagement with, and the free, prior, and informed consent of, relevant Indigenous communities, in accordance with OCAP® and UNDRIP.

ACCESS TO FIRST NATIONS DATA. Where a relevant Indigenous person, community, or representative organization requests that data posted to the Website be removed in accordance with OCAP® or UNDRIP, the SRRB reserves the right to remove or restrict the viewing of such data or postings on the Website.

ENFORCING SECURITY. The Website and its functionality is owned by the SRRB. Please be aware that you have no reasonable expectation of privacy while using the Website. The SRRB cannot guarantee the confidentiality of any communication or material transmitted to/from the Website over the Internet or other global communication network and the SRRB is not responsible for the security of any information transmitted via the Internet, the accuracy of the information contained, or for the consequences of any reliance on such information. You must make your own determination as to these issues.

The SRRB may obtain access to, block, disclose, and review electronic transmissions and communications made through the Website at any time. The SRRB reserves the right to take appropriate legal action, including, without limitation, referral to law enforcement or regulatory authority, or notifying the harmed party of 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.

The SRRB also reserves the right to view, monitor, and document activity on the Website without notice or permission from you. Any information obtained by monitoring, reviewing, or documenting is subject to review by law enforcement organizations in connection with investigation or prosecution of possible criminal activity on the Website. The SRRB will also comply with all court orders involving requests for such information. In addition to the foregoing, the SRRB reserves the right at any time, and without notice, to modify, suspend, terminate, or interrupt operation of or access to the Website, or any portion of the Website's functionality, for any reason.

LINKS TO THIS SITE AND USE OF MARKS. The Website may contain links to websites operated by other parties. The SRRB provides these links to other websites as a convenience, and use of these sites is at your own risk. The linked sites are not owned or operated by or under the control of the SRRB, and the SRRB is not responsible for the content available on the other sites. Such links do not imply the SRRB's endorsement of information or material on any other site and the SRRB disclaims all liability with regard to your access to and use of such linked websites.

LINKS TO THIRD PARTY SITES. The SRRB, in its sole discretion, or other end users through the use of Website's functionality, may provide links to other sites on the World Wide Web for your convenience in locating related information, products, and services. These sites have not necessarily been reviewed by the SRRB and are maintained by third parties over which the SRRB exercises no control. Use of these sites is at your own risk. Accordingly, the SRRB expressly disclaims any responsibility for the content, the materials, the accuracy of the information, and/or quality of the products or services provided by, available through, or advertised on these third-party web sites and the SRRB disclaims all liability with regards to your access to and use of such linked websites. Moreover, these links do not imply an endorsement by the SRRB with respect to any third-party, any information or material on any other site, any candidate for political office identified in

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DISCLAIMERS AND LIMITATION OF LIABILITY. All content on this Website is provided to you on an "as is" "as available" basis without warranty of any kind either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. The SRRB makes no warranty as to the accuracy, completeness or reliability of any content available through this Website. You are responsible for verifying any information before relying on it. Use of this Website and the content available on this Website is at your sole risk.

The SRRB makes no representations or warranties that use of this Website will be uninterrupted or error-free. You are responsible for taking all necessary precautions to ensure that any content you may obtain from this Website is free of viruses or other harmful code.

To the maximum extent permitted by law, the SRRB disclaims all liability, whether based in contract, tort (including negligence), strict liability or otherwise, and further disclaims all losses, including without limitation indirect, incidental, consequential, or special damages arising out of or in any way connected with access to or use of this Website, even if the SRRB has been advised of the possibility of such damages.

INDEMNITY. You agree to indemnify, defend, and hold the SRRB, its subsidiaries, and affiliates, and their respective officers, agents, partners, contractors, and employees, harmless from any loss, liability, claim, judgements, costs, expenses, demands, or fees (including reasonable attorneys' fees), due to or arising out of your use of this Website and/or breach of the Agreement, including, but not limited to, your user submissions, third-party sites, any use of the Website's content, services, and products other than as expressly authorized in these Terms and Condition of Uses.

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PRIVACY POLICY. By agreeing to these terms, you acknowledge that the SRRB may collect, use, reproduce, host, transmit, and disclose your information, as we deem necessary for the use of the Website.

USER CONTENT. By submitting a Posting or providing any content on or through this Website, you hereby grant to the SRRB a worldwide, irrevocable, royalty-free, nonexclusive, limited license to reproduce, use, adapt, modify, publish, translate, publicly perform, publicly display, distribute and create derivative works from such content in any form. You represent and warrant that: (i) you own the content posted by you on or through this Website or otherwise have the right to grant the license set forth in this section, and (ii) the posting of your content on or through this Website does not violate the privacy rights, publicity rights, copyrights, contract rights, or any other rights of any person. The SRRB may delete any content for any reason, including content that, in the SRRB's sole judgment, is offensive, illegal, or harms, violates the rights, or threatens the safety of any person. The SRRB has the right, but does not assume the responsibility, for monitoring this Website for inappropriate content. You are solely responsible for the content of any Postings that you post on or through this Website.

USER CONDUCT. You agree that you will comply with all of these Terms and Conditions of Use and that you will not use the Website or its name, URL, trademarks, server, or other materials in connection with, or to transmit, any unsolicited communications, unlawful content, or "spam."

In addition, you agree not to transmit to Website in any way any communications, text, graphics, or other information that: (a) is obscene, fraudulent, indecent, or that defames, abuses, harasses, or threatens the SRRB, its parent, subsidiaries, affiliates, and the officers, directors, and employees of each; (b) contains any viruses, Trojan horses, worms, time bombs, cancelbots, or other disabling devices, or other harmful component intended to or that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information; (c) advocates or encourages any illegal activity; (d) infringes on the copyright, patent, trademark, trade secret, right of publicity, or other intellectual property or proprietary right of the SRRB or any third party; (e) violates the privacy of any individuals, including, but not limited to, other users of this site; or (f) violates any applicable territorial/provincial, federal, or international law.

PASSWORD. You may be assigned a username and password with which to access restricted areas of this Website. You agree not to use the username or password of another user at any time or to disclose your password to any third party. You agree to notify the SRRB immediately if you suspect any unauthorized use of your username or access to your password. You are solely responsible for any and all uses of your username and password.

EMAIL. Email submissions over the internet may not be secure. Please do not email the SRRB any personal or confidential information.

GOVERNING LAW AND JURISDICTION. The Website and this Agreement will be governed by and construed in accordance with the laws of the Northwest Territories and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law provision, principle, or rule (whether of the laws of the Northwest Territories or any other jurisdiction) and notwithstanding your domicile, residence, or physical location.

Any action or proceeding arising out of or relating to this Website and under these Terms and Conditions will be instituted in the courts of the Northwest Territories and/or the Federal Court of Canada, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such action or proceeding. You waive any and all objections to the exercise of jurisdiction over you by such courts and to the venue of such courts.

WAIVER. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from these Terms and Conditions operates, or may be construed, as a waiver thereof; and no single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

SEVERABILITY. If any term or provision of these Terms and Conditions is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of these Terms and Conditions or invalidate or render unenforceable such term or provision in any other jurisdiction.

ENTIRE AGREEMENT. This Terms and Conditions of Use constitute the sole and entire agreement between you and the SRRB regarding the Website and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

REPORTING AND CONTACT. This Website is operated by the Sahtu Renewable Resources Board [P.O. Box 134, Tullita, NT, Canada, X0E0K0, Telephone: 867-588-4040].

Should you become aware of misuse of the website including libelous or defamatory conduct, you must report it to the Company at [info@srrb.nt.ca].

All other feedback, comments, requests for technical support, and other communications relating to the Website should be directed to [\[nionepene@srrb.nt.ca\]](mailto:nionepene@srrb.nt.ca).

[DATE]:

December 5, 2022