

TERMS OF USE (REV. 4.5.19)

Chahta Achvffa Member Portal (CAMP) is a website (hereinafter "Website") owned and operated by the Choctaw Nation of Oklahoma (hereinafter "Nation"). The Website is an online interface that allows You ("You," "Your," or "User") to obtain information, apply for services and programs, check the status of applications, upload, submit and store documents related to Nation services, and revise contact information ("Services"). The Nation is solely responsible for the content and materials provided through the Website and the Services. You acknowledge and agree that You are solely responsible for and shall abide by (i) these Terms and Conditions (Terms); (ii) the terms of use and guidelines of all secondary websites, services and devices affiliated with the Website, as applicable, or linked through the Website; and (iii) all policies, procedures, and regulations of the Nation. You warrant, represent, and agree that interaction with the Website is for the sole purpose to obtain information, apply for services and programs, check the status of applications, store documents, and revise contact information. You agree and represent that You are the person, executor, guardian, authorized officer, or agent of the person for whom the Website is being used. You acknowledge and agree that anyone submitting false or inaccurate information through this Website may be subject to punishment by fine or imprisonment or both under federal and tribal laws.

Modification of These Terms of Use

The Nation reserves the right to change the terms, conditions, and notices under which the Website is offered. If You do not agree to, or cannot comply with, the Terms as amended, You must stop using the Service. You will be deemed to have accepted the Terms as amended if You continue to use the Website. The Website provides You with the opportunity to apply for services and products, which may be modified or expanded in the Website from time to time. You acknowledge and agree that Your use of the Website, in each instance, is subject to any such changes and that Your use of the Website is an acceptance of such changed Terms. You agree to review these Terms from time to time to ensure compliance with these terms and conditions.

Description of Service

The Website is an online desktop and mobile platform. The Website allows You to obtain information, apply for services and programs, check the status of applications, upload, submit and store documents related to Nation services, and revise contact information. When opting in, You may receive notifications that are helpful during or following an application for Services, change of information, or other purpose, via email, text messaging or You may click and print them.

Functionality not Guaranteed

You acknowledge that the Website's functionality may be compromised or unavailable based on the configuration of Your operating system, browser version, as well as Your hardware or phone. Access to the Website is not guaranteed for every software and hardware

configuration, and You agree that the Nation shall have no liability for Your inability to access the Website in every instance, or to access the various Services available through Your profile due to such hardware and software constraints.

Privacy

The Nation values Your privacy. The information You provide on the Website is accessible to the Nation. Your information can be collected by third parties such as the companies that control the operating systems of the applications You use, e.g. browser, mobile device, etc., as well as Your telecommunications provider (like an Internet Service Provider's ability to access data provided by its subscribers). Information collected by any such third-party is governed by its terms of service and its privacy policy. Any information You provide to the Nation while using the Website is governed by the Nation's privacy policy.

For information about our privacy policy, please see "Privacy Policy."

Intellectual Property - License Grant and Restrictions

This Website is for Your personal use only. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products, or services obtained from the Website. Material provided by the Website is owned by the Nation. All rights reserved. The intellectual property and images presented through the Website shall not be used without the Nation's prior written permission. Other than Your application or transaction, You may only view and download material from this Website when the materials clearly state that the materials may be copied and reproduced according to the terms stated on the particular pages where such materials are found; or with the express written permission of the Nation. In all other cases, You will need written permission from the Nation to reproduce, republish, upload, post, transmit, distribute, or publicly display material from this Website. For use of any other third-party material, You must go directly to the third-party copyright or trademark holder for permission.

The Nation grants to You a limited, non-exclusive, non-transferable license to access and use the Website for the purposes of: obtaining information, applying for services and programs, checking the status of Your applications, upload, submit and store documents related to Nation services, and revising Your contact information. The Nation also grants to You a non-exclusive, non-transferable license to use the Website on any device that You own or control as permitted by any terms of use set forth by Your device manufacturer, the terms of use of Your device's operating system and/or the terms of use of Your telecommunications provider. Any violation by You of the license provisions contained herein may result in the immediate termination of Your right to use the Website. The Nation reserves all right, title, and interest not expressly granted under this license to the fullest extent possible under applicable laws. Any use of the Services not specifically permitted under these terms is strictly prohibited.

You agree that You will not:

- use the Website to reproduce copyrighted materials;
- copy, store, edit, change, prepare any derivative work of, or alter in any way any of the information provided through the Website and choctawnation.com, except for uses related to Your services and purchase of the Nation's products;
- translate, reverse engineer, decompile, disassemble, modify, or create derivative works based on the Website or any application available on choctawnation.com or any portion of them accessible through the Website or through choctawnation.com;
- circumvent any technology used by the Nation or its licensors to protect content accessible via the Nation or found on choctawnation.com;
- rent, lease, or sublicense any of the intellectual property provided through the Website or available on choctawnation.com;
- use the Website or any application or application interface available on choctawnation.com in any way that violates the Terms; or
- use the Website in any way to harvest or cull data of Choctaw Nation of Oklahoma tribal members.

You acknowledge the Nation and/or licensors to the Nation are the owners and have all title and intellectual property rights in and to all content in the Website. All may be protected by applicable copyright or other intellectual property laws and treaties and subject to use restrictions under such laws or treaties. The Website and the applications found on the Website and choctawnation.com contain the trademarks, service marks, graphics, and logos of the Nation and may contain third-party trademarks, service marks, graphics, and logos. You are not granted any right or license to such trademarks.

Updates, Maintenance, and Support

The Nation may make Website updates available to all users at no cost or subject to additional fees, at the Nation's sole discretion. "Updates" means any updates, upgrades, or error corrections to the Website. Notwithstanding anything else contained in this Agreement, the Nation will have no obligation to continue producing or releasing new versions of the Website or any updates. The Nation is solely responsible for providing any maintenance and support of the Website as specified in these Terms.

Links to Third-Party Sites, No Resale of Offers and Limitation of Liability

The Website, other websites and services accessible through the Website or on choctawnation.com may contain links to websites operated by parties other than the Nation. Such links are provided solely for Your convenience. The Nation does not control such third-party websites and is not responsible for the contents of such sites. The Nation's inclusion, if any, of links to third-party websites does not imply any endorsement of the material on such sites or any association with their operators. The Nation does not monitor websites linked to by You, and the use of any such links is performed strictly at the Your own risk. Third-party

websites linked to from the Website may ask You to provide Personal Identifiable Information (PII) for services and products related to Your requests. You acknowledge and agree that any such services and products are issued to You solely for Your personal use, and that You agree that You will not resell, distribute, or display any such services or products.

In no event shall the Nation be liable for any damages that result from activity occurring on non-Choctaw Nation of Oklahoma websites when You link to such sites from the Website or choctawnation.com.

Registration

You must register on the form provided to use the Website. You agree to: (a) to provide true, accurate, current, and complete information about Yourself, Your dependent, or the person You are legally representing, as prompted by the Website's registration form, and (b) to maintain and promptly update the information You provide to keep it true, accurate, current, and complete. If the Nation has reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate Your account and refuse any and all current or future use of the Website (or any portion thereof). Our uses of any PII You provide to us as part of the registration process is governed by the terms of our Privacy Policy.

Passwords

You will need a username and password to use the Website. You will create a username and password through the Website's registration process. You are responsible for guarding the confidentiality of the password and account. You are responsible for all activities (whether by You or by others) that occur under Your password or account. You agree to notify us immediately of any unauthorized use of Your account or of any other breach of security. Please ensure that You exit from Your account at the end of each session. The Nation cannot and will not be liable for any loss or damage arising from Your failure to protect Your password or account information.

No Unlawful or Prohibited Use

You warrant to the Nation that You will not use the Website or choctawnation.com for any purpose that is unlawful or prohibited by these Terms. You agree that when using the Website or choctawnation.com that You shall not:

- restrict or inhibit any other user from using and enjoying the Website or choctawnation.com;
- use the Website to post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane, or indecent information of any kind, including without limitation, any transmissions that are or encourages conduct that is a criminal offense, gives rise to civil liability, or otherwise violates any local, state, national, international, or tribal law;

- use the Website to post or transmit any information, software, or other material that violates or infringes upon the rights of others, including material that is an invasion of privacy or publicity rights or that is protected by copyright, trademark, or other proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or right holder;
- use the Website to post or transmit any information, software, or other material that contains a virus or other harmful component;
- use the Website to post, transmit, or in any way exploit any information, software, or other material for commercial purposes, or that contains advertising;
- use the Website to advertise or solicit to anyone to buy or sell products or services, or to make donations of any kind, without the express written approval of the Nation;
- gather for the purpose of spamming e-mail addresses that have been posted by other users of the Service;

You understand that the Nation has no obligation to monitor any bulletin boards, chat rooms, or other areas of the Website where Users can supply information or material. The Nation reserves the right to disclose any information to satisfy any applicable laws, regulations, legal processes, or governmental requests. The Nation has sole discretion to edit, refuse to post, or remove any information or materials. The Nation reserves the right to terminate Your access to the Website at any time without notice for any reason whatsoever. You grant the Nation permission to use any information, suggestions, ideas, drawings, or concepts, communicated through the Website or choctawnation.com for any purpose that the Nation chooses, commercial, public, or otherwise, without compensation whatsoever. You agree and acknowledge that all content found within the Website, whether provided by the Nation, third-parties or from You, shall be or become the property of the Nation with no restrictions in use, whether commercial or otherwise, to the fullest extent permitted by law and under contract.

Liability Disclaimer

The information, software if any, products, and services included through this Website may include inaccuracies or typographical errors. Changes are periodically added to the information provided. The Nation and/or its respective suppliers may make improvements and/or changes to this Website, choctawnation.com, and accompanying services at any time.

The materials and/or information provided utilizing the Website and the applications on choctawnation.com are provided "as is" and without warranties of any kind, either expressed or implied to the fullest extent permitted pursuant to applicable law. The Nation disclaims all warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. The Nation does not warrant or represent that the information is accurate or reliable or that the materials and/or information provided utilizing the Website or choctawnation.com will be free of errors or viruses. Your sole and

exclusive remedy is to discontinue using the Website or choctawnation.com if you are dissatisfied with any portion of this Website or choctawnation.com, or with any of these terms. Under no circumstances, including but not limited to negligence, will the Nation be liable for direct, special, indirect, exemplary, incidental, punitive, or consequential damages that result from or relate to the use or inability to use the materials and/or information utilizing the Website, choctawnation.com, or the accompanying services available through the Website, even if the nation has been advised of the possibility of such damages, to the fullest extent permitted by applicable law. For the avoidance of doubt, in no event shall the Nation be liable for any damages resulting from your inability to access or use the Website, choctawnation.com, materials and/or information provided utilizing the Website or choctawnation.com due to failure of the User's device, operating system, or User's inability to access sufficient bandwidth and/or telecommunications connectivity.

Potential Third-Party Charges or Fees

You acknowledge and agree that Your telecommunications carrier may charge data usage fees to access the Website, which may include but not be limited to, charges for texts received if You opt to receive communications via text message. The Nation shall not be liable for any such fees as a result of Your use of the application or the Website. You should contact Your wireless or telecommunications provider for complete pricing details.

Indemnification

You acknowledge and agree to indemnify and hold the Nation, its affiliates, officers, employees, and agents harmless, including costs and attorneys' fees, from any claim or demand made by any third-party because of: Your use of the Website or choctawnation.com, Your violation of these Terms, any infringement of third-party rights by You while using the Website or choctawnation.com.

General

This agreement shall be governed by and interpreted in accordance with the applicable laws of the Choctaw Nation of Oklahoma without giving effect to any principles or conflicts of laws that would direct the application of the law of another jurisdiction. User agrees that all disputes and matters whatsoever arising under, in connection with, and/or incident to these terms of use shall be brought by User in and before the courts of the Choctaw Nation of Oklahoma, to the exclusion of the courts of any other state or country. User agrees to waive any objections as to the laying of personal jurisdiction or venue in such a court, and as to any purported inconvenience of the chosen forum. Nothing contained in this agreement shall be construed to waive the sovereign rights or defenses of the Choctaw Nation of Oklahoma, its elected officials, directors, officers, employees, or agents.

Nothing contained in these Terms impairs the Nation's right to comply with governmental, court, and law enforcement requests or requirements relating to Your use of this Website or information provided to or gathered by the Nation with respect to such use.

This agreement makes up the entire agreement between You and the Nation regarding this Website and choctawnation.com. This agreement supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between You and the Nation regarding this Website.