

**NOTICE TO MEMBERSHIP
OF TERMS AND CONDITIONS OF USE POLICY
OF THE FOND DU LAC DENESULINE FIRST NATION
TREATY #8 BENEFITS TRUST**

Welcome

Welcome to the Treaty #8 Benefits Trust website (the “Site”), an on-line information and communications service provided to keep the membership informed.

The Policy is intended to cover the uses for all of this site, although additional conditions, restrictions, and privacy policies may apply from time to time.

By using this website, you are agreeing to abide by all of the terms and policies outlined herein and to honour your agreement with the Treaty #8 Benefits Trustees and the membership.

Terms of Use

The use of this Site is subject to the following terms of use:

1. The Treaty #8 Benefits Trust may modify these terms and conditions at any time, and such modifications shall be effective immediately upon posting the modified terms and conditions on the Site.
2. As a user you agree to review the agreement periodically to be aware of such modifications, and you accessing or using the service constitutes your acceptance of the agreement as it appears at the time of your access or use.
3. From time to time, the Treaty #8 Benefits Trust may offer website membership users the opportunity to participate in additional features or services through the Site.
4. You may be required to enter into additional agreements or authorizations before you can access such features, services, or information.

Intended Users Must be 18 Years of Age and Older

The Site is intended for use by individuals who are members who are 18 years of age or older. This website is not directed for use by children under the age of 18. Users under the age of 18 should get the assistance of a parent or guardian to use this Site.

You agree upon using and by using this Site that you will not:

1. Use the information on the website in any other manner but for your own confidential information and understand that the information shall not be distributed publically or to any Third Party.
2. Post any of the information on Facebook or other social media which is distributed beyond the confidential domain of this website.
3. Upload or transmit any communications or content of any type that may infringe or violate any rights or the privacy rights of any Party.
4. Use this website for any purpose in violation of local, provincial, federal or international laws.
5. Use this Site as a means to distribute advertising or other unsolicited material to any Third Party.
6. Use this website to post or transmit material that is unlawful, obscene, defamatory, threatening, harassing, abusive, slanderous, libellous, hateful or embarrassing to any other person or entity.
7. Attempt to disable "hack" or otherwise interfere with the proper functioning of this website.

If you use any part of this Site requiring secure access, you have agreed to be and are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password.

Further, you agree that should you violate in any way, shape, or form this Policy, particularly involving the confidentiality of the Site and information as well as the respectful use of the Site and the respect for the privacy and dignity and respect for other persons, you agree to be prosecuted to the full extent of the law and provide such damages as you have caused.

Limitations of Use

The Treaty #8 Benefits Trust reserves the right to reject or limit any information which you have posted to the Site and to do so without giving any reasons.

If the Treaty #8 Benefits Trust rejects your information, it will generally attempt to notify you using the e-mail address you provide when your eligibility is accepted for use.

Termination of Use

The Treaty #8 Benefits Trust may in its sole discretion terminate your account or your use of the Site at any time and without giving any reasons.

Be personally liable for any infraction that you commit or that someone else commits in relation to your account or password prior to termination.

The Treaty #8 Benefits Trust reserves the right to change, suspend or discontinue all or any aspects of the Site at any time without prior notice.

Blogs and Interactive Media

If you use any blogging features or otherwise post information to the Site, you give the Treaty #8 Benefits Trust the irrevocable right to reproduce, distribute, publish, display, edit, modify, create derivative works from, destroy, and otherwise use your submission for any purpose, in any form, and on any media.

If you use the Site and/or any blogging features and/or otherwise post any information to the Site, you agree that you will not:

1. Post any material that infringes on the rights of any Third Party, including confidentiality, intellectual property, privacy or publicity rights.
2. Post any material that is unlawful, obscene, defamatory, threatening, harassing, abusive, slanderous, libelous, hateful, or embarrassing to any other person or entity as determined by the Treaty #8 Benefits Trust in its sole discretion.
3. Post advertisement or solicitations for business.
4. Post chain letters or pyramid schemes.
5. Impersonate another person including but not limited to a spouse, child or sibling.
6. Allow another person to use your credentials or identification for posting or viewing contents or comments.
7. Post the same vote more than once or "spam."

The Treaty #8 Benefits Trust reserves the right, but is not obligated to any or all of the following:

1. Remove communications that fail to conform with these terms of use.
2. Terminate a user's access to the entire Site or specific features such as a blog.
3. Edit or delete any communications posted on any blog features, regardless of whether such communications violate these standards.

Indemnification

You agree that by accessing or using the Site, you will indemnify the Treaty #8 Benefits Trust against any damages, losses, liabilities, judgments, costs or expenses (including reasonable lawyer fees and costs) arising out of a claim

by a Third Party relating to materials you have posted or other actions taken by you on the Site.

Intellectual Property

The terms and their corresponding symbols or marks “Treaty #8 Benefits Trust,” “Fond du Lac Denesuline First Nation Treaty #8 Benefits Trust,” “Fond du Lac Community Trust,” and any logo derived to identify Fond du Lac Denesuline First Nation or the Treaty #8 Benefits Trust are trademarks and/or service marks of the Treaty #8 Benefits Trust. Conduct and design of the Treaty #8 Benefits Trust website is protected by Canadian and International copyright laws. You may not copy, reproduce, republish, upload, post, display, transmit, photographs or frame any of these materials without prior written consent from the copyright owners being the Treaty #8 Benefits Trust, except that you may view, download, display and print a single copy of these materials on a single computer for personal, non-commercial use only, so long as you do not alter or modify the materials in any way; you include all applicable notices and disclaimers (including copyright notices); and you do not use the materials in a way that suggests an association with the Treaty #8 Benefits Trust or an affiliated Treaty #8 Benefits Trust entity. You understand and agree that title to all of these materials shall not pass to you or to any other user of the Site.

Disclaimers

You understand and agree that by accessing and using the Site and any content or information contained on or provided by the Treaty #8 Benefits Trust is provided on an “as is” basis, and the Treaty #8 Benefits Trust does not make any express or implied warranties, representations or endorsements whatsoever (including without limitation warranties of title or non-infringement or the implied warranties of merchant ability or fitness for a particular purpose) with regard to this information or services provided through the Site.

In addition, Treaty #8 Benefits Trust will be free from technological difficulties including, but not limited to, unavailability of information, down time, surface disruptions, viruses or worms, and you understand that you are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output.

Errors on the Treaty #8 Benefits Trust Site

Content, information, and any communication is subject to change without notice. Error will be corrected when discovered and the Treaty #8 Benefits

Trust reserves the right to revoke any statement or to correct any errors, inaccuracies or omissions including whether the information has been posted.

Limitations of Liability

The use of the Site is entirely at your own risk, and in no event shall the Treaty #8 Benefits Trust be liable for any direct, indirect, incidental, consequential, special, exemplary, punitive, or any other monetary or other damages, fees, fines, penalties or liabilities arising out of or relating in any way to this Site and accessed or to this service and any information posted and/or content provided herein. Your sole and exclusive remedy for dissatisfaction with the communication service is to stop using the service. You as a user hereby acknowledge that this paragraph shall apply to all content, information, and services available through the Site.

Links to Third Party Websites

This website may from time to time contain links to other sites operated by Third Parties, including but not limited to Third Party sites that may display the Treaty #8 Benefits Trust identifying marks or trademarks. These links are available for your convenience and are intended only to enable access to these Third Party sites and for no other purpose.

The Treaty #8 Benefits Trust does not warrant or make any representation about the substance, quality, functionality, accuracy, fitness for a particular purpose, merchantability or any other representation about any Third Party site or its content.

A link to a Third Party site on the Treaty #8 Benefits Trust website does not constitute sponsorship, endorsement, approval or responsibility for any Third Party site.

The Treaty #8 Benefits Trust makes no representation of warranty as to any products or services offered on any Third Party site, and additions of use and privacy policy of any Third Party site may substantially differ from the conditions of use and legal notices that apply to your use of this Treaty #8 Benefits website.

Please review the conditions of use for any Third Party sites for more information about the terms and conditions that apply to your use of a Third Party site.

Jurisdiction

You agree that by accessing and using this Site, any dispute or claim relating to your use of the Treaty #8 Benefits Trust Site is subject to the exclusive jurisdiction of the appropriate Court in the Province of Saskatchewan in which information was originally provided on the Treaty #8 Benefits Trust website, to which information you requested, and will be adjudicated pursuant to the laws of the Province of Saskatchewan.

This agreement also applies to anyone making a claim on your behalf.

Contact Information

If you have any questions about the service, information or Site, please contact webadmin@fonddulac.ca