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### **Disclaimer of Association With User**

User acknowledges that no joint venture, partnership, employment or agency relationship exists between the User and NARBHA or its authorized agents or contractors as a result of this Agreement or use of this web site. User agrees not to hold himself or herself out as a representative, agent, or employee of NARBHA and NARBHA and its authorized agents and contractors shall not be liable for any representation, act or omission of the User.

### **Use of Photos and Images**

All photos and images created with NARBHA equipment belong to NARBHA however the recognizable person(s) used in photography may retain certain individual rights concerning the use and control of their image.

Communications Officer can assist with application and usage of photography and/or images, but will not be responsible for violations of usage rights.

### **Use of Bulletin Board, or any Other Communication or Interactive Forums**

To the extent that this web site contains or may in the future contain bulletin boards, discussion webs, chat rooms, or other message, interactive or communication facilities involving NARBHA and other users ("Forums"), the User agrees to use such forums only to send and receive messages and material that are proper and related to the particular forum. By way of example, and not as a limitation, the User agrees that when using a Forum, the User shall not violate the law by:

- Defaming, abusing, harassing, stalking, threatening or otherwise violating the legal rights (such as rights of privacy and publicity) of others.
- Publishing, posting, distributing, or disseminating any defamatory, infringing, obscene, indecent or unlawful material or information.
- Uploading or downloading files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless the User owns or controls the rights thereto or has received all necessary consents.
- Deleting any author attributions, legal notices or proprietary designations or labels in any file that is uploaded.
- Falsifying the origin or source of any material contained in a file that is uploaded.
- Knowingly introducing viruses, corrupted files or any other similar software or programs that may damage, alter or destroy this website or the operation of another's computer system, network, software, program, documentation or data contained therein.
- Knowingly accessing or attempting to access or use NARBHA's computer system, computer network, or any part thereof, including this website, for the purpose of devising or executing any scheme or artifice to defraud; obtaining money property or services by means of false or fraudulent pretenses, representations or promises; or committing theft, including but not limited to theft of proprietary information.

User agrees to (as available) send and receive electronic mail, engage in conferences and chats, download and upload files, and otherwise use this web site only as permitted by

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these terms and conditions, any additional policies or procedures published in this web site from time to time by NARBHA, and applicable law.

NARBHA and its authorized agents and contractors reserve the right to remove any contents of this website received from users for violations of NARBHA forum use policies and other applicable regulations and law, including violations of others' constitutional rights. NARBHA reserves the right to edit any notices or postings for length if and when such length interferes with other users' access to and use of this forum.

The User acknowledges that chats, conferences, bulletin boards, discussion webs and any other such interactive or communications' forums hosted by this web site are public and not private communications. Further, the User acknowledges that chats, posting conferences, discussion webs and other communications by other Users are not endorsed by NARBHA or its agents or contractors, and such communications shall not be considered reviewed, screened, or approved by NARBHA.

### **Indemnity**

As a condition of use of NARBHA's web site, the User agrees to indemnify NARBHA, its officers, employees and agents and contractors against any and all liability, expenses (including attorney's fees) and damages arising out of claims resulting from User's use of this web site, including without limitation any claims alleging facts that if true would constitute a breach by User of these terms and conditions.

### **Jurisdiction**

This Agreement is governed by the laws of the State of Arizona, USA. User consents to the exclusive jurisdiction and venue of courts in Coconino County, Arizona, USA in all disputes arising out of or relating to the use of this web site. Use of this web site is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.

NARBHA's performance of this Agreement is subject to existing laws and legal process and nothing contained in this Agreement is in derogation of NARBHA's right to comply with law enforcement requests or requirements relating to the User's use of this web site or information provided to or gathered by NARBHA with respect to such use.

### **Severability**

If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitation set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect.

### **Closing of Agreement**

This Agreement constitutes the entire agreement between the User and NARBHA (and its contractors and agents) with respect to this web site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the User and NARBHA with respect to this web site. This Agreement shall be

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deemed to include all other notices, policies, disclaimers and other terms contained in this web site; provided, however, that in the event of a conflict between such other terms and the terms of this Agreement, the terms of this Agreement shall control. A printed version of this Agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

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