



Website and Member Portal Terms of Use

Last Modified: 10/07/2026

Thanks for your interest in the Cowlitz Indian Tribe (“**Cowlitz Indian Tribe**,” “**we**,” “**our**,” or “**us**”). When you use the cowlitz.org website, our online member portal, any of the features available via the website or portal, or any other website that states it is subject to the terms of use available on this page (collectively, our “**Site**”), you are agreeing to our rules and guidelines contained on this page (our “**Terms of Use**”).

By accessing and/or using our Site, you are agreeing that you have read, understood, and agree to be bound by our Terms of Use. You also acknowledge that you have read and understood our [Privacy Policy](#), as further described in Section 3.

We may change these Terms of Use from time to time. If we make any big changes, we’ll let you know. Our Terms of Use apply to all visitors and others who access our Site (collectively, “**Users**,” and, as applicable to you, “**you**” or “**your**”).

1. Site Administration

A. Eligibility

Before you use our Site, it is important that you take a moment to read and agree to these Terms of Use. If you disagree or cannot follow these Terms of Use, then you shouldn’t use our Site. You may use the Site only if you can form a binding contract with the Cowlitz Indian Tribe, and only in compliance with this Agreement and all applicable tribal, local, state, national, and international laws, rules, and regulations (“**Applicable Laws**”), no matter where you are. If you are under 18, you may not use our Site just yet. And if you’ve been asked to leave our Site before, you must leave again, as our Site should not be used by Users who have previously been removed.

B. Access to our Site

We’re giving you the right to use our Site, as long as you are using it for your own personal reasons and not for commercializing the Site. This right is personal to you and you cannot share it or provide access to anyone else. You have to use our Site as described in these Terms of Use and only as allowed by us. Remember, everything you see or interact with on our Site is owned by the Cowlitz Indian Tribe – and you are only granted the rights expressed



in these Terms of Use. If we choose to for any reason, we reserve the right to terminate your access and you will need to stop using our Site.

C. Changes, Suspension, and Termination

We may update our Site, add or remove features, or set limits on how you use our Site at any time, and we may not always be able to give you notice of such updates. Also, we can suspend or completely stop your access to our Site if we need to, even without providing notice to you, especially if we determine you are violating the rules we've set forth for use of our Site. If we do end up terminating your access, for any reason at all, we are not liable and these Terms of Use will still apply to you after the termination of your access.

D. Local Laws

Our Site is based in and managed from the Cowlitz Indian Reservation in Ridgefield, Washington. We cannot guarantee that it will work perfectly everywhere or comply with local laws in other jurisdictions. If you are visiting our Site from another jurisdiction, you are doing so at your own risk, and you, not the Cowlitz Indian Tribe, are responsible for making sure that your use of our Site does not violate any laws where you are located, including any US laws that apply to you and import and export regulations. Our Site is not available to anyone living in countries that the US has placed trade restrictions on, or to any individuals or groups that are on US government lists of prohibited or restricted parties. Unless otherwise explicitly stated, all materials found on our Site are solely directed to individuals, companies, or other entities located in the US.

E. Restrictions

Except to the extent a restriction is prohibited by Applicable Laws, you may not:

- i. Disassemble or reverse engineer any part of our Site, or decode or decompile the underlying code on our Site.
- ii. Copy or share any part of our Site on other platforms or through any means, including any kind of automated or web scraping tools.
- iii. Use automated programs (like robots or spiders) to send more requests to our Site than a human can reasonably produce in the same period of time by using a conventional on-line web browser (except that the Cowlitz Indian Tribe permits the operators of public search engines to use spiders to index our Site, as long as the use is for creating publicly



available searchable indices only and they follow our rules (check out our robots.txt file).

- iv. Use any content available on or via the Site (including any caption information, keywords, or other metadata) for any machine learning and/or artificial intelligence training or development purposes, or for any technologies designed or intended for the identification of natural persons.
- v. Send spam, chain letters or unsolicited emails.
- vi. Interfere with our Site's security or system integrity or try to decipher any messages sent to or from our servers.
- vii. take any action that imposes, or may impose (as determined by us, in our sole discretion) an unreasonable or disproportionately large load on our infrastructure.
- viii. Upload invalid data, viruses, worms, or other software agents through our Site.
- ix. Collect personal information from our Site.
- x. Use the Site for any commercial solicitation purposes.
- xi. Impersonate someone else or misrepresent your affiliation with a person or entity.
- xii. Interfere with the proper working of the Site.
- xiii. Access any content available on or via the Site through any technology or means other than those provided on the Site or otherwise authorized by us (including, without limitation, accessing an audiovisual work intended for real-time viewing in a different manner, such as by downloading or otherwise storing the same).
- xiv. Bypass the measures we may use to prevent or restrict access to the Site, including, without limitation, features that prevent or restrict use or copying of any content or that enforce limitations on use of the Site or the content available thereby.

2. Intellectual Property

A. Intellectual Property Rights Definition

“Intellectual Property Rights” means intangibles like patents (which protect inventions), copyrights (which protect artistic, mask, and literary works), trademarks (which protect brand names and logos), and trade secrets (which protect confidential business information). Intellectual Property Rights also cover other rights like mask work rights (which protect the designs of computer chips), moral rights (which let creators control how their work is used and make sure they get credit), and any other rights that protect original works (including applications to register these rights).

B. Our Intellectual Property



Our Site and the content on our Site including pictures, text, designs, logos, videos, the underlying code and technology and all other features and information on our Site, is owned by us (and our licensors) and constitutes our intellectual property. Except to the extent we expressly grant you any rights to use our Site in these Terms of Use, you have no other rights, you do not own such Intellectual Property Rights, and you may not try to use it, sell it, rent it out, change it, share it, or make new creations based on it unless you have our express written permission.

C. Member Content.

As between us and you, you (or your licensors) will own any and all information, data, and other content, in any form or medium, that you submit to us via the Site, such as via an online application form (“**Member Content**”). You hereby grant us a non-exclusive license to access your Member Content through the Site, and to use your Member Content to provide you with our services, to maintain and provide the Site, and to improve our Site and our services. You also affirm, represent, and warrant the following:

- i. You have obtained, and are solely responsible for obtaining, all consents required by Applicable Laws to provide Member Content relating to third parties.
- ii. Your Member Content and our use thereof as contemplated by these Terms of Use and the Site will not violate any Applicable Laws or infringe any rights of any third party, including, but not limited to, any Intellectual Property Rights and privacy rights.
- iii. Your Member Content does not include any information or material that a governmental body deems to be sensitive or classified information, and your provision of Member Content in connection with the Site is not violative of any confidentiality rights of any third party.
- iv. We may exercise the rights to your Member Content granted to us under these Terms of Use without liability for payment of any guild or other fees, residuals, payments, or royalties payable under any collective bargaining agreement or otherwise.
- v. Your Member Content does not include nudity or other sexually suggestive content; hate speech, threats, or direct attacks on an individual or group; content that is abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or invasive of another’s privacy; sexist or racially, ethnically, or otherwise discriminatory content; content that contains self-harm or excessive violence; fake or impostor profiles; illegal content or content in furtherance of harmful or illegal activities; malicious programs or code; any person’s



personal information without such person's consent where required by Applicable Laws; spam, machine-generated content, or unsolicited messages; and/or otherwise objectionable content. To the best of your knowledge, all Member Content and other information that you provide to us is truthful and accurate.

In connection with certain programs administered via the Site, such as our General Welfare Exclusion benefits program, we may request eligibility-related information and payment-related information including, for example, details for direct deposit. You affirm, represent, and warrant that all Member Content you submit on the Site in connection with such programs is true, accurate, and complete, and that you are authorized to provide it to us. Please contact us immediately if your address or payment-related information changes.

WE CLAIM NO OWNERSHIP RIGHTS OVER YOUR MEMBER CONTENT. WE TAKE NO RESPONSIBILITY AND ASSUME NO LIABILITY FOR ANY MEMBER CONTENT. YOU WILL BE SOLELY RESPONSIBLE FOR YOUR MEMBER CONTENT AND THE CONSEQUENCES OF SUBMITTING, POSTING, DISPLAYING, PROVIDING, SHARING, OR OTHERWISE MAKING IT AVAILABLE ON OR THROUGH THE SITE, AND YOU UNDERSTAND AND ACKNOWLEDGE THAT WE ARE ACTING ONLY AS A PASSIVE CONDUIT FOR YOUR ONLINE DISTRIBUTION AND PUBLICATION OF YOUR MEMBER CONTENT.

D. Usage Data

We may collect, or you may provide us, details about how you use our Site, including information about your computers, mobile devices, systems, and software ("Usage Data"). Any Usage Data that we collect is owned by us. If any rights to Usage Data belong to you, by using our Site you hereby agree to grant us rights to Usage Data to:

- i. Keep our Site up and running smoothly.
- ii. Work on improving services we offer you and develop new features and services.
- iii. Monitor your use of our Site and make improvements.
- iv. Conduct analytics and research including, data analysis, identifying usage trends, and/or customer research.
- v. Share Usage Data with third parties, but only in de-identified or aggregated form.

E. Feedback



If you decide to share any suggestions, recommendations, or feedback (collectively, “**Feedback**”) with us, you hereby assign us all rights, title and interest to this Feedback. Accordingly, we are free, but not obligated, to use your Feedback in any way we see fit without providing any attribution or compensation to you or any third party. We are still free to use similar or related ideas previously known to us, or developed by our employees, or obtained from sources other than you.

F. Downloadable Content

You may, as part of your use of this Site and in accordance with these Terms of Use, download certain content from the Site. By downloading any content that is expressly made available for downloading by Users on our Site, you agree to the following terms:

- i. **Personal Use Only:** Downloaded content is provided for your personal, non-commercial use unless otherwise expressly permitted by these Terms of Use. You may not sell, redistribute, or use it for commercial purposes without our prior written consent.
- ii. **No Warranty:** All downloadable files are provided “as is” without warranties of any kind, either express or implied. We make no guarantees that files are free from errors, viruses, or other harmful components.
- iii. **Use at Your Own Risk:** You download and use content at your own risk. The Tribe is not responsible for any loss or damage that may result from downloading and using the content.
- iv. **Intellectual Property:** All downloadable content remains the property of the Cowlitz Indian Tribe or its licensors. Downloading does not transfer ownership or grant rights beyond this limited licenses and rights granted herein.
- v. **Modifications and Restrictions:** We reserve the right to modify, restrict, or revoke access to downloadable content at any time without notice.

3. Privacy

Our [Privacy Notice](#) explains how we collect, use, and share your personal information. Please read it carefully and reach out to us with any questions.

4. Security

We care about the integrity and security of your personal information. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures



or to use your data for improper purposes. You acknowledge that you provide your data at your own risk.

5. Linking to our Site

You may link to our Site, but if you do, you must make sure:

- You are not violating any Applicable Laws.
- You are not damaging or taking advantage of our reputation.
- You are not implying that we are related or that we endorse you without first obtaining our clear and written permission.

6. Third-Party Links and Information

OUR SITE MIGHT INCLUDE LINKS TO OTHER WEBSITES, CONTENT, OR SERVICES THAT WE DON'T OWN OR CONTROL, WHICH WE'LL CALL "**THIRD-PARTY SERVICES.**" WHEN YOU USE THESE THIRD-PARTY SERVICES, YOU'LL NEED TO FOLLOW THAT THIRD PARTY'S OWN RULES AND AGREEMENTS. WE DON'T OFFICIALLY SUPPORT OR ENDORSE THESE THIRD-PARTY SERVICES, AND WE'RE NOT RESPONSIBLE FOR WHAT THEY OFFER OR WHAT HAPPENS WHEN YOU USE THEM. IF YOU DECIDE TO USE A THIRD-PARTY SERVICE THROUGH OUR SITE, YOU'RE DOING SO AT YOUR OWN RISK. REMEMBER, OUR OWN TERMS, INCLUDING THESE TERMS OF USE, AND OUR PRIVACY NOTICE DON'T COVER THESE OUTSIDE SERVICES, SO THEY WON'T PROTECT YOU THERE. WE'RE ALSO NOT LIABLE FOR ANY ISSUES THAT MIGHT COME UP FROM YOUR USE OF THESE THIRD-PARTY SERVICES. THIS INCLUDES ANY DEALINGS YOU HAVE WITH ADVERTISERS ON OUR SITE, WHICH ARE SOLELY BETWEEN YOU AND THE APPLICABLE THIRD PARTY. WHETHER IT'S BUYING SOMETHING, DELIVERY ISSUES, OR WARRANTY CLAIMS, THOSE ARE ALL BETWEEN YOU AND THE APPLICABLE THIRD PARTY. YOU AGREE THAT WE'RE NOT INVOLVED AND CAN'T BE HELD RESPONSIBLE FOR ANY TROUBLE OR LOSSES YOU MIGHT ENCOUNTER WITH THEM.

7. Indemnity

You will defend, indemnify, and hold us and our subsidiaries, affiliates, and our respective agents, suppliers, licensors, employees, contractors, officers, and directors (our "Indemnitees") harmless from any legal claims, damages, obligations, losses, liabilities, costs, debts, or expenses (including legal fees) that arise from:



- Your use of our Site or any downloaded content
- Your Member Content
- Your breach of the terms in these Terms of Use
- Your violation of third-party rights, including privacy and Intellectual Property Rights
- Your violation of any Applicable Laws
- Your willful misconduct

8. No Professional Advice

THE CONTENT PROVIDED THROUGH OR IN CONNECTION WITH OUR SITE IS DESIGNED TO PROVIDE PRACTICAL AND USEFUL INFORMATION ON THE SUBJECT MATTER(S) COVERED. WHILE SUCH CONTENT MAY CONCERN ISSUES RELATED TO PROFESSIONAL SERVICES, SUCH CONTENT IS NOT PROFESSIONAL SERVICES ADVICE. YOU SHOULD NOT ACT OR REFRAIN FROM ACTING ON THE BASIS OF ANY CONTENT THAT IS INCLUDED ON, OR OTHERWISE OBTAINED IN CONNECTION WITH, OUR SITE WITHOUT SEEKING THE ADVICE OF A PROFESSIONAL WHO IS LICENSED AND/OR QUALIFIED IN THE APPLICABLE SUBJECT MATTER(S). WE EXPRESSLY DISCLAIM ALL LIABILITY IN RESPECT OF ACTIONS TAKEN OR NOT TAKEN BASED ON ANY CONTENT OBTAINED IN CONNECTION WITH OUR SITE.

9. No Warranty

OUR SITE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. YOUR ACCESS TO AND/OR USE OF OUR SITE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUR SITE, THE INTELLECTUAL PROPERTY, AND ANY OTHER INFORMATION AVAILABLE ON OR THROUGH OUR SITE ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OUR SITE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NONE OF THE COWLITZ INDIAN TRIBE INDEMNITEES WARRANTS THAT ANY CONTENT OR ANY OTHER INFORMATION CONTAINED IN, OR AVAILABLE VIA, OUR SITE IS ACCURATE, COMPREHENSIVE, RELIABLE, USEFUL, OR CORRECT; THAT OUR SITE WILL MEET YOUR REQUIREMENTS; THAT OUR SITE WILL BE AVAILABLE AT ANY



PARTICULAR TIME OR LOCATION, UNINTERRUPTED, OR SECURE; THAT ANY DEFECTS OR ERRORS IN OUR SITE WILL BE CORRECTED; OR THAT OUR SITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR SITE IS SO OBTAINED AT YOUR OWN RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM(S) OR MOBILE DEVICES AND/OR FOR LOSS OF DATA THAT RESULTS FROM THE SAME OR FROM YOUR ACCESS TO AND/OR USE OF OUR SITE. YOU MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, WILL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY APPLICABLE LAW. FURTHER, THE COWLITZ INDIAN TRIBE DOES NOT WARRANT, ENDORSE, GUARANTEE, RECOMMEND, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SITE ADVERTISED OR OFFERED BY ANY THIRD PARTY THROUGH OUR SITE OR ANY HYPERLINKED WEBSITE OR SITE, AND THE COWLITZ INDIAN TRIBE WILL NOT BE A PARTY TO, OR IN ANY WAY MONITOR, ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. UNITED STATES FEDERAL LAW AND SOME STATES, PROVINCES, AND OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF AND/OR LIMITATIONS ON CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS AND/OR LIMITATIONS MAY NOT APPLY TO YOU. THESE TERMS OF USE GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS UNDER THESE TERMS OF USE WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

10. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ANY COWLITZ INDIAN TRIBE INDEMNITEE BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE, OUR SITE OR ANY PORTION THEREOF. UNDER NO CIRCUMSTANCES WILL ANY COWLITZ INDIAN TRIBE INDEMNITEE BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS TO OR USE OF OUR SITE OR THE INFORMATION CONTAINED THEREIN ON YOUR BEHALF. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COWLITZ INDIAN TRIBE



ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (A) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (B) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR SITE; (C) ANY UNAUTHORIZED ACCESS TO OR USE OF THE SERVERS RUNNING OUR SITE AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (D) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SITE; (E) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SITE BY ANY THIRD PARTY; (F) ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT, POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH OUR SITE; AND/OR (G) THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT WILL ANY COWLITZ INDIAN TRIBE INDEMNITEE BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES, OR COSTS IN AN AMOUNT EXCEEDING \$100.00 OR THE AMOUNT YOU HAVE PAID TO THE COWLITZ INDIAN TRIBE, IF APPLICABLE, IN CONNECTION WITH YOUR USE OF THE SITE IN THE PAST YEAR, WHICHEVER IS GREATER. THIS SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF THE COWLITZ INDIAN TRIBE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF AND/OR LIMITATION ON INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS AND/OR LIMITATIONS MAY NOT APPLY TO YOU. THESE TERMS OF USE GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THESE TERMS OF USE WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

11. Dispute Resolution

A. Negotiation

If a dispute arises between you and us (each, a “**Party**”, and together, the “**Parties**”) over the performance, interpretation, or enforcement of these Terms of Use, the Parties in the first instance shall attempt in good faith to resolve the dispute informally through face-to-face negotiations. These negotiations shall take place at the Cowlitz Indian Reservation in Ridgefield, Washington, unless otherwise agreed upon in writing by the Parties. All offers, promises, conduct and statements, whether oral or written, made in the course of the



negotiation by either of the Parties, their agents, employees, experts and/or attorneys shall be considered confidential, privileged, and inadmissible for any purpose, including impeachment, in any other proceeding involving the Parties; provided, however, that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiations.

B. By Tribal Council Chairperson

If the Parties are unable to resolve the dispute through negotiation, the aggrieved Party shall submit the matter, in writing, to the Chairperson of the Cowlitz Tribal Council. A copy of the aggrieved Party's submission shall be served upon the other Party in accordance with the notice provisions of these Terms of Use. The Chairperson shall promptly convene a meeting of the Parties, which shall be held at the Cowlitz Indian Reservation in Ridgefield, Washington, to resolve the matter. The decision of the Chairperson shall be final and binding upon both Parties; provided, however, that nothing shall operate to limit or prohibit the Cowlitz Indian Tribe from otherwise enforcing its rights under these Terms of Use.

C. Conflict of Interest

In the event that the Chairperson has a conflict of interest that would prevent her/him from hearing the dispute, s/he may, at her/his sole discretion, either decline to hear the dispute, or appoint an alternate Tribal Leader or Elder to serve in his/her place.

D. Choice of Law and Jurisdiction

The validity, interpretation, and performance of these Terms of Use, and any and all written instruments, agreements, specifications and other writings of whatever nature which relate to or are part of these Terms of Use, shall be governed by and construed in accordance with the laws of the Cowlitz Indian Tribe. These Terms of Use are deemed executed at the Cowlitz Indian Reservation in Ridgefield, Washington. Both Parties understand and agree that these Terms of Use establish a consensual business relationship between the Parties for purposes of Cowlitz Tribal Court jurisdiction. Venue of any court action filed to enforce or interpret the provisions of these Terms of Use shall be exclusively in the Cowlitz Tribal Court(s). In the event of litigation to enforce the provisions of these Terms of Use, the prevailing Party shall be entitled to reasonable legal fees and expenses in addition to any other relief allowed.



E. Sovereign Immunity

Notwithstanding any other terms or provisions of these Terms of Use, you understand and agree that the Cowlitz Indian Tribe, by entering into these Terms of Use, does not waive its sovereign immunity from suit, nor does it waive, alter, or otherwise diminish its sovereign rights, privileges, remedies, or services guaranteed by Tribal, state, or federal law.

12. General

A. Assignment

You are not allowed to assign or sell the rights and permissions given to you under these Terms of Use to anyone else. However, we have the freedom to transfer our rights to third parties, without your permission. If you try to transfer or assign your rights to someone else without our permission, that action will be null and void and will have no effect.

B. Notification Procedures and Changes to the Agreement

The Cowlitz Indian Tribe may send you notifications for legal reasons, marketing purposes, or other business purposes. These notices might come to you via email, physical mail, or by announcements on our Site, at our discretion. You have the right to opt out of certain types of notifications as permitted by Applicable Law or as outlined in these Terms of Use. Please note that if you use email filters, such filters may block our messages, and the Cowlitz Indian Tribe does not take responsibility for such filtering. We may, in our sole discretion, occasionally modify or update these Terms of Use so you should review the terms periodically. When there are significant changes, we'll note the date of those updates at the top of this page. These Terms of Use are effective as soon as you begin using our Site, even if that is before these Terms of Use were published, and governs all subsequent use. If we modify these Terms of Use and you continue to use our Site, such use will constitute your acceptance of the new terms. If you disagree with the current Terms of Use or any future updates, do not access or use our Site.

C. Entire Agreement/Severability

These Terms of Use, along with any amendments and other agreements you may have with us related to our Site, will make up the whole understanding between you and the Cowlitz Indian Tribe concerning your use of our Site. If a court of competent jurisdiction finds that



any part of these Terms of Use isn't valid, the invalid provision will not affect other provisions and the rest of these Terms of Use will still be valid and remain in full force and effect.

D. No Waiver

Our failure to enforce a part of these Terms of Use one time does not mean we have permanently waived such right or any other right.

E. California Residents

The provider of our Site is the Cowlitz Indian Tribe, 1055 9th Ave, Longview, WA, 98632, telephone number: (360) 577-8140. If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting it in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210 or (916) 445-1254.

F. Contact

If you have any questions or requests in connection with this Terms of Use or other related matters, please email enrollment@cowlitz.org.