

Training Video Series

Terms of Use

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE VIDEOS.

BY USING THE TRAINING VIDEOS, CLICKING AGREE OR OTHER FORM OF ASSENT, YOU ARE AGREEING TO BE BOUND BY THESE TERMS. IF YOU ARE AGREEING TO THESE TERMS ON BEHALF OF OR FOR THE BENEFIT OF YOUR EMPLOYER OR AN ENTITY FOR WHOSE BENEFIT THESE VIDEOS IS BEING USED, THEN YOU REPRESENT AND WARRANT THAT YOU HAVE THE NECESSARY AUTHORITY TO AGREE TO THESE TERMS ON ITS BEHALF.

1. Terms of Use

1.1 These Terms of Use ("Terms") form a binding agreement between Cayuse Native Solutions, LLC ("Cayuse," "us," "we," or "our") and you ("user," "you," or "your"), whether as an individual or as a client organization accessing the videos. These Terms govern your access to and use of training videos from our website at <https://www.cayusenativesolutions.com/> ("Training Videos").

1.2 Changes to Training Videos. Cayuse is constantly changing, updating, and improving its Training Videos. Cayuse reserves the right, in its sole discretion, to change, limit, or discontinue any aspect, content, tool, or feature that is a part of the Training Videos.

1.3 Restrictions, suspensions. Cayuse further reserves the right, in its sole discretion, to restrict the use of the Training Videos as well as suspend or revoke your rights to use the Training Videos based on Cayuse's belief that your use of the Training Videos violates these Terms or applicable law.

2. Rights in the Training Videos

2.1 License Grant, Term, and Permitted Uses. Subject to your compliance with these Terms, you are granted a limited, non-exclusive, non-transferable, non-sublicensable, and revocable license to access and view the Training Videos from our website, solely for your personal or internal business educational purposes. This license is granted for a term of 1 year from the date of purchase, unless a different term is specified in a quote or service agreement between you and Cayuse.

You may search, retrieve, display, download, and print content as allowed by the Training Videos solely for your use. You shall make no other use of the content without the express written permission of Cayuse. If your subscription order includes a specific number of users, the Training Videos may not be accessed by more than that number of users. If you wish to add users within your organization, multiple-user accounts and site licenses can be obtained by contacting Cayuse Native Solutions at Info@CayuseNS.com.

Except as expressly permitted by these Terms, this license does not permit, and you expressly agree not to:

- copy, download, record, modify, adapt, translate, publish, distribute, transmit, display, sell, lease, rent, sublicense, participate in the transfer or sale, or create derivative works of the Training Videos, or in any way exploit, in whole or in part, any of the Training Videos;
- make the Training Videos available to, or use the Training Videos for the benefit of, any third party or end client, including by sharing access credentials, public display, broadcast, external posting, or otherwise repurposing, reselling, or providing Training Videos externally;
- use the Training Videos for any commercial purpose beyond your own internal training or education;

- engage in systematic downloading or activity directed toward creating any electronic database or archive containing the Training Videos;
- employ any automated search tools (such as “crawlers,” “bots,” or “spiders”) to programmatically access or extract Training Videos, scrape or reformat information from the Training Videos pages or interfaces (including meta tags, results pages, abstracts, or documents), without express written permission from Cayuse;
- use the Training Videos to train any artificial intelligence (AI) application; or
- circumvent or disable any content protection system or digital rights management technology used in connection with the Training Videos.

Nothing in these Terms constitutes a transfer of ownership or any intellectual property rights in the Training Videos to you.

2.2 Requirements for Use. You acknowledge and agree that the Training Videos provided are solely intended to provide general overview of the subject matter. You further acknowledge and agree that: (i) content is only intended to supplement your company-specific training; (ii) you are solely responsible for ensuring that users meet any applicable governmental or company-specific-training requirements; and (iii) you are responsible for resolving any questions, misunderstandings, or conflicts that users may have with your company-specific rules. For clarity, although many of our Training Videos are designed to meet federal regulations, you and the users are solely responsible for ensuring you and your users’ compliance with all applicable requirements, including, without limitation, any applicable federal, state, and/or local regulations.

2.3 Goods Not for Resale or Export. You represent and warrant that you are buying Training Videos licenses for your own use only, and not for resale or export. You further represent and warrant that all purchases are intended for final delivery to locations within the US.

2.4 Links to Third Party Sites. The Training Videos may contain links to third-party websites or resources. These links are provided solely for your convenience; Cayuse has not reviewed these third-party websites and does not control and is not responsible for any of these websites or their content. Cayuse does not make any representations about any third-party websites, or any information, software or other products or materials found on such third-party websites or resources. Your access to and use of any third-party website or resource, including any information, material, products, services or resources contained on or accessible through third party websites or resources is entirely and solely at your own risk. Without limiting the foregoing, you acknowledge and agree that we are not responsible or liable for any third-party websites or resources, including, without limitation, for the availability of such third-party websites or resources or any information, material, products, or services contained on or accessible through third party websites or resources.

3. Order Acceptance, Fees and Payments

3.1 Order Acceptance. You agree that your order is an offer to buy, under these Terms, a license to the Training Videos listed in your order. All orders must be accepted by us or we will not be obligated to sell the Training Videos to you. We may choose not to accept orders at our sole discretion.

3.2 Prices. The price you pay for a Training Videos is stipulated at the time you make the purchase of the license and is valid for your 1 year period. Cayuse reserves the right to change the price after the 1 year period. Posted prices do not include taxes or charges for shipping and handling. All such taxes and charges will be added to your total price.

3.3 Payment must be received by us before our acceptance of an order. We accept Credit Cards for all purchases. You represent and warrant that (i) the credit card information you supply to us is true, correct and complete, (ii) you are duly authorized to use such credit card for the purchase, (iii) charges incurred by you will be honored by your credit card company, (iv) you will pay charges incurred by you at the posted prices, including shipping and handling charges

and all applicable taxes, if any, regardless of the amount quoted at the time of your order, and (v) you certify to Cayuse that you are at least 18 years of age and that you are the cardholder of the credit card, or that you are expressly authorized by the cardholder to purchase a license to the Training Videos. In any event, you expressly certify and represent that you are not under the age of 13.

3.4 Cayuse, at its discretion, may accept ACH and Invoices for payment. If you would like to set up payment by Invoice or ACH, contact **Info@cayusens.com**. Invoices are due and payable upon receipt. We may charge a late payment penalty of 1.5% per month on undisputed amounts, or the maximum rate permitted by law, whichever is less. Without waiving any of our other rights or remedies, we may refuse additional orders and suspend the Training Videos until all overdue amounts are paid in full.

3.5 Use of Training Videos. You further acknowledge that your obligation to pay Cayuse all such fees, charges, and applicable taxes for the Training Videos does not depend on usage of the Training Videos, and that you remain obligated to pay Cayuse for the Training Videos regardless of whether the Training Videos are used or not. WE OFFER NO REFUNDS.

4. Disclaimer of Warranties & Limitation of Liability

4.1 YOU EXPRESSLY AGREE THAT USE OF THE TRAINING VIDEOS IS AT YOUR SOLE RISK. CAYUSE DOES NOT WARRANT THAT USE OF THE TRAINING VIDEOS WILL PREVENT CYBERSECURITY INCIDENTS, BREACHES, OR LOSSES, OR GUARANTEE ANY RESULTS, ACCURACY, RELIABILITY, OR COMPLETENESS OF THE TRAINING VIDEOS. CAYUSE MAKES NO REPRESENTATION THAT THE TRAINING VIDEOS WILL MEET YOUR OR ANY THIRD PARTY'S REQUIREMENTS OR BE ERROR-FREE. YOU ASSUME ALL RISKS REGARDING ACCESS TO AND USE OF THE TRAINING VIDEOS. CAYUSE DOES NOT PROVIDE LEGAL OR OTHER PROFESSIONAL ADVICE, AND YOU ARE SOLELY RESPONSIBLE FOR OBTAINING SUCH ADVICE AS NEEDED. YOU REMAIN RESPONSIBLE FOR YOUR SYSTEMS, DATA, AND SECURITY PRACTICES.

4.2 THE TRAINING VIDEOS ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4.3 TO THE FULLEST EXTENT PERMITTED BY LAW, CAYUSE SHALL NOT BE LIABLE FOR ANY DAMAGE, LOSSES, OR CLAIMS ARISING FROM CLIENT'S RELIANCE ON OR USE OF THE TRAINING VIDEOS, INCLUDING CYBERSECURITY INCIDENTS OR DATA BREACHES. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL CAYUSE AND ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, ANY TRAINING VIDEOS. IN NO EVENT SHALL THE TOTAL LIABILITY OF CAYUSE AND ITS AFFILIATES TO YOU EXCEED THE AMOUNT PAID BY YOU TO CAYUSE FOR THE TRAINING VIDEOS IN DISPUTE.

5. Intellectual Property Use and Ownership. You acknowledge and agree that:

5.1 All rights, title, and interest in and to our Training Videos, including all content and materials, remain with Cayuse or its licensors. You acquire no rights except those expressly granted by these Terms. Nothing herein constitutes a sale or transfer of intellectual property.

5.2 Our Training Videos, including all content, tools, and materials provided by Cayuse, are protected by laws governing copyrights, patents, trademarks, trade secrets, and other intellectual property and proprietary rights. The Training Videos in their entirety are each a collective work under U.S. and international copyright laws and treaties, and Cayuse owns the copyright in the selection, coordination, arrangement, and enhancement thereof. All trademarks appearing on Training Videos are the property of their respective owners. You agree not to use any trademarks or copyrighted material without the express written permission of Cayuse.

6. **Law and Jurisdiction.** These Terms and any disputes arising out of or related to these Terms shall be governed by and construed in accordance with the laws of the Confederated Tribes of the Umatilla Indian Reservation ("CTUIR"), without regard to any conflict of law provisions. The exclusive venue and jurisdiction for any legal action or proceeding arising out of or relating to these Terms shall be within the courts of the Confederated Tribes of the Umatilla Indian Reservation. If no applicable CTUIR law exists on a subject in dispute, then, to the extent necessary, reference shall be made first to federal law and then to the laws of the State of Oregon for guidance in the resolution of the dispute. THE PARTIES HEREBY WAIVE ANY RIGHT THEY MAY HAVE TO A JURY TRIAL ARISING FROM ANY DISPUTES RELATED IN ANY WAY TO THESE TERMS.

7. **General Terms**

7.1 **Assignment.** You will not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves you of any of your obligations under these Terms.

7.2 **No Waivers.** The failure by us to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of Cayuse.

7.3 **No Third-Party Beneficiaries.** These Terms do not and are not intended to confer any rights or remedies upon any person or entity other than you.

7.4 **Notices.** We may provide any notice to you under these Terms by: (i) sending a message to the e-mail address you provide or (ii) posting with the Training Videos. Notices sent by e-mail will be effective when we send the e-mail and notices we provide by posting will be effective upon posting. It is your responsibility to keep your e-mail address current. To give us notice under these Terms, you must contact us at: Cayuse Native Solutions, LLC, 72632 Coyote Road, Pendleton, OR 97801.

7.5 **Severability.** If any provision of these Terms is invalid, illegal, void or unenforceable, then that provision will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these Terms.

7.6 **Entire Agreement.** Our order confirmation and these Terms are the final and entire agreement between you and us and supersede any and all prior or contemporaneous oral or written communications or agreements with respect to the subject matter of these Terms. These Terms may only be amended by a signed writing of the parties, or through an online process designed by Cayuse.