



# Tribal Share Donations

## Terms & Conditions

(as of 12.1.22)

**GENERAL:** These Terms & Conditions govern all donation payments made to Tribal Share, a 501(c) (3) entity or to any of its subsidiaries and affiliates including Tribal-ISAC (“Tribal Share”). This includes donation payments made towards any Tribal Share events or activities. By making a donation, you affirm that you have the authority to bind any organization or company you may be representing to these Terms and Conditions.

**PAYMENT METHODS:** Acceptable payments include: VISA, MasterCard, American Express, ACH or check payable to Tribal Share. Each donation may minimally require you to provide name, address and email for tax or accounting purposes. For all online payments we use third party payment processors to securely manage the payment process. You should be aware of and agree to their terms and conditions and privacy policy, which may be different from our own, prior to using that service and making a donation.

**REFUNDS:** Once payments are made, you will have 14 days to request a refund, after which time all donations are non-refundable. Tribal Share charitable donors and planned event Attendees and Sponsors acknowledge that Tribal Share incurs expenses throughout the year in planning, marketing, and organizing services as well as any planned events.

**PRIVACY:** We respect your privacy and are committed to protecting it. Our Privacy Policy governs the processing of all personal data collected from you in connection with your donation or participation in a Tribal Share event.

**LIMITATIONS OF LIABILITY:** TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL TRIBAL SHARE, LLC., ITS BOARDS AND COMMITTEE MEMBERS, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SERVICES, ANY SERVICES LINKED TO IT, ANY CONTENT ON THE SERVICE OR SUCH OTHER SERVICES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.



**Phone.**

269.459.9890



**Email.**

info@TribalISAC.org



**Web**

tribalShare.org



**Address.**

9848 Portage Rd,  
Portage, MI 49002



## **Tribal Share Donations Terms & Conditions (cont'd) (as of 12.1.22)**

**FORCE MAJEURE:** Tribal Share will not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms, for any failure or delay that is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, terrorism (or credible threats of), war, fire, natural disasters, hazardous weather (actual or forecasted) within 100 mile radius of any planned event, or other acts of God, travel advisories, quarantines, curfews, government regulations, pandemic, epidemic, telecommunication outage, labor dispute or picketing, a cancellation or restriction of commercial travel, or any act or occurrence creating a potentially significant risk to the health or safety of anticipated planned event attendees, outbreak of disease in the city or region where any planned event is to be held or in one or more cities of origin from where anticipated attendees would be traveling, or other similar supervening act or occurrence.

**GOVERNING LAW & JURISDICTION:** All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Michigan.

**DISPUTE RESOLUTION & BINDING ARBITRATION:** YOU AND TRIBAL SHARE ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION. ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND US ARISING FROM OR RELATING IN ANY WAY TO YOUR DONATION OR USE OR PARTICIPATION IN OUR SERVICES, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION.



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