

Miami Tribe of Oklahoma

3410 P St. NW, Miami, OK 74354 • P.O. Box 1326, Miami, OK 74355
Ph: (918) 541-1300 • Fax: (918) 542-7260
www.miamination.com



ILDA User Agreement

Last Modified: January 22, 2025

Welcome to the Indigenous Languages Digital Archive, a software suite, a web-based archive, talking dictionary, and related software, apps, etc. that are designed specifically to support tribal efforts in archives-based research for language revitalization (“ILDA”). ILDA allows for the organization, storage, retrieval, and analysis of digitized archival linguistic materials and associated data for the purpose of informing language revitalization and educational efforts by tribal communities.

I. Acceptance of User Agreement.

1.1. This User Agreement (the “Agreement”), entered into by and between an individual or organization authorized by the Miami Tribe of Oklahoma to use ILDA (“Authorized User” or “You”) and the Miami Tribe of Oklahoma (“MTO,” “We,” “Our” or “Us”), describes the terms of use applicable to access ILDA by Authorized Users. By executing this document, You agree to be bound by its terms as well as the user guides governing User Contributions as defined below (“User Guides”), any documents that expressly incorporate this document in whole or in part, which collectively govern your access to and use of the ILDA and the <https://mc.miamioh.edu/ilda> site, including any content, functionality, and services offered on or through the ILDA or <https://mc.miamioh.edu/ilda>.

1.2. Please read this Agreement carefully before You start to use ILDA. By using ILDA or by clicking to accept or agree to the terms of use when this option is made available to You, You accept and agree to be bound and abide by this Agreement, including Our Privacy Policy, found at [PRIVACY POLICY URL], incorporated herein by reference. If You do not want to agree to this Agreement, You must not access or use ILDA.

1.3. When used pursuant to this Agreement, ILDA will not contain content that would require age limitation to public access. Content may be contributed to ILDA and manipulated only by Authorized Users who must be legally competent to bind themselves to the requirements and limitations imposed on such use by this Agreement or supervised by a legally competent representative of the Authorized User.

II. Changes to the Terms of Use and Access.

2.1. We may revise and update this Agreement with prior notice from time to time at Our sole discretion.

2.2. After providing written notice, all changes to the terms of use and/or access to ILDA are effective immediately and are binding on the user when notice of the change is received. You are responsible for being aware of and complying with all changes.

III. Your Access to ILDA and Account Security.

3.1. You are responsible for ensuring that all arrangements necessary for You to have access to ILDA have been properly made before You attempt to access ILDA. You are also responsible for all persons who access ILDA through Your Authorized Use and that such users are aware of the terms of this Agreement and that they are bound by them.

3.2. Use of ILDA by unauthorized individuals (“Unauthorized Users”) or in a manner that violates this Agreement will be imputed to the Authorized User and may result in the suspension or termination of the Authorized User’s continued access to ILDA.

3.3. We may require that You provide certain registration details or other information in order to access ILDA. We may restrict ILDA use through password protection or other restrictive measures. It is a condition of Your use of ILDA that all the information You provide on ILDA is correct, current, and complete. You agree that all information You provide to register with this Website or otherwise, including, but not limited to through the use of any interactive features on ILDA, is governed by Our Privacy Policy [[LINK TO PRIVACY POLICY](#)], and You consent to all actions We take with respect to your information consistent with Our Privacy Policy.

3.4. User names, passwords, or any other piece of information that provides You secure access to ILDA is confidential and must be protected from disclosure to unauthorized individuals or entities. You agree to notify Us immediately of any unauthorized access to your username or password or any other breach of security. You may not permit your computer to save and autofill your username or password and must ensure that You exit your account at the end of each session when using ILDA.

3.5. We have the right to disable any username, password, or other identifier, whether chosen by You or provided by Us, at any time if, in Our opinion, You have violated any provision of this Agreement.

3.6. We reserve the right to withdraw or amend ILDA, and any service or material We provide on ILDA, at Our sole discretion, without notice. From time to time, We may restrict access to some parts of ILDA, or the entire Website, to users, including Authorized Users. We will not be liable if ILDA is unavailable at any time or for any period. In the event that these changes occur, and at your request, We will exercise best efforts to return user content to You.

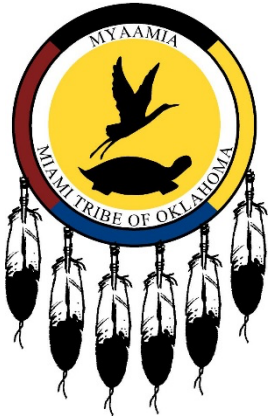
IV. Intellectual Property.

4.1. *ILDA.* We own ILDA and its features and functionality including, but not limited to all software, text, displays, images, video and audio, and the design, selection, and arrangement thereof. ILDA is protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. No right, title, or interest in or to ILDA is transferred to You, and all rights not expressly granted are reserved by Us. Any use of ILDA not expressly permitted by this Agreement may violate copyright, trademark, and other laws.

4.2. *Contributed Content.* Content contributed by You to ILDA (“Contributed Content”) remains the property of its owner and no property interest is transferred thereby to ILDA or the MTO, or any third party having provided funding for the development and/or operation of ILDA, and the responsibility to enforce those ownership rights remains with the owner of the Contributed Content. If this Agreement is terminated for any reason, MTO, upon request of the Authorized User, will transfer all Contributed Content to the Authorized User and may delete access to the Contributed Content from the ILDA.

4.3. *Insignia & Marks.* Our name, insignias, official seals, and all related names, logos, product and service names, designs, and slogans (“Insignia or Marks”) are Our property. You must not use the Insignia or Marks without Our prior written permission. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks, service marks, and/or copyrights of their respective owners.

4.4. *Third Party Copyrights & Claims of Infringement.* If You are notified that your Contributed Content may violate the copyright of a third party, You must direct such third party to notify MTO at the following address.



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Myaamia Center, Miami University
351 E Spring St
200 Bonham House
Miami University
Oxford, OH 45056
(513) 529-5648 (Phone)
myaamiacenter@miamioh.edu

We will address the alleged infringement at Our sole discretion usually, but not limited to, by removing the infringing content and suspending or revoking the offending user's access to ILDA. It is Our policy to terminate the user accounts of repeat infringers.

V. Limitations on Use of ILDA.

- 5.1. ILDA may be used only for non-commercial purposes.
- 5.2. We will not permit the use of materials through ILDA for any purpose that is not expressly authorized by you.
- 5.3. Unless previously authorized by us, or as permitted through publicly available instances of ILDA, You may not print, copy, modify, download, or otherwise use ILDA or provide your ILDA access to an unauthorized person in breach of this Agreement. Your right to use ILDA will stop immediately and You must, at Our option, return or destroy any copies of the materials You have made.
- 5.4. You may use ILDA only for lawful purposes and in accordance with this Agreement.
- 5.5. You may not use ILDA in any way that:
 - a) violates tribal, federal, state, local, or international law or regulation;
 - b) exploits, harms, or attempts to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise;
 - c) transmits or procures the sending of any advertising or promotional material without Our prior written consent, including any "junk mail," "chain letter," "spam," or any other similar solicitation;

- d) impersonates or attempts to impersonate MTO, an MTO member, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing);
- e) engages in any other conduct that restricts or inhibits anyone's use or enjoyment of ILDA, or which, as determined by Us, may harm Us or users of ILDA, or expose them to liability;
- f) except as may be included in your Contributed Content, to display, disclose, or discuss information, data, images, or other material that depict or describe violent or sexually explicit material; or
- g) could disable, overburden, damage, or impair the site or interfere with any other party's use of ILDA, including their ability to engage in real time activities through ILDA.

5.6. You may not:

- a) modify, alter, or copy ILDA, absent the prior written permission from Us;
- b) alter or modify materials from the ILDA database without a legal authorization to do so including, but not limited to, pursuant to the terms of Authorized Use and with the explicit permission from the owners of Contributed Content and rights holder or Fair Use of Copyrighted Materials (US Code Title 17, Sec. 107);
- c) create works derived from any resource in this site, including the ILDA database, without a legal authorization to do so, for example, explicit permission from the rights holder or Fair Use of Copyrighted Materials (US Code Title 17, Sec. 107);
- d) delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site without a legal authorization to do so;
- e) use any robot, spider, or other automatic device, process, or means to access ILDA for any purpose, including monitoring or copying any of the material on ILDA;
- f) use any manual process to monitor or copy any of the material on ILDA, or for any other purpose not expressly authorized in this Agreement, without Our prior written consent;
- g) use any device, software, or routine that interferes with the proper working of ILDA;
- h) introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful;
- i) attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of ILDA, the server on which ILDA is stored, or any server, computer, or database connected to ILDA;
- j) attack ILDA via a denial-of-service attack or a distributed denial-of-service attack; or
- k) otherwise attempt to interfere with the proper working of ILDA.

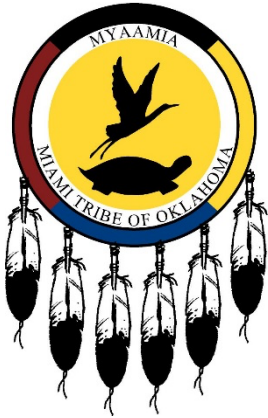
VI. Contributed Content.

6.1. Only Authorized Users can contribute content to ILDA.

6.2. Authorized Users representing a governmental entity must provide written evidence of their authorization to ILDA's satisfaction.

6.3. Authorized User access to ILDA will be controlled by administrative access, which will determine the scope of authorized activity including, but not limited to access to the ILDA digital archive, to post, submit, publish, display, or transmit indigenous languages content or materials to an individual archive through ILDA.

6.4. Authorized Users must comply with the Content Standards set out at Part VII of this Agreement.



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6.5. If the Authorized User does not restrict access to Contributed Content, such content will be considered non-confidential and may be available to the general public to view and to use consistent with the terms of this Agreement. Authorized Users can prospectively change restrictions on access to Contributed Content by notifying the ILDA administrator.

6.6. Authorized Users must represent and warrant that:

- a) They own or are properly and duly authorized to use and control all rights in and to the Authorized User Contributions; and
- b) All such Authorized User Contributions comply with this Agreement.

6.7. Authorized Users understand and acknowledge that they are fully responsible for their Contributed Content, including its legality, reliability, accuracy, and appropriateness.

6.8. We are not responsible or liable to any third party for the accuracy of any Contributed Content from any Authorized User.

VII. Content Standards.

Contributed Content must not:

7.1. Except as it is contained in legitimate Contributed Content, contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or that otherwise displays, discloses, or discusses information, data, images, or other material that is considered to be sacred, private, confidential, or otherwise sensitive cultural information or patrimony. You agree to hold MTO harmless and to indemnify it relative to any claims made as they related to such Contributed Content;

7.2. Except as it is contained in legitimate Contributed Content, depict sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age. You agree to hold MTO harmless and to indemnify it relative to any claims made related to such Contributed Content;

7.3. Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person;

7.4. Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with this Agreement and Our Privacy Policy [[LINK TO PRIVACY POLICY](#)];

7.5. Promote any illegal activity, or advocate, promote, or assist any unlawful act;

- 7.6. Impersonate any person, or misrepresent your identity or affiliation with any person or organization;
- 7.7. Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising; or
- 7.8. Give the impression that they emanate from or are endorsed by Us or any other person or entity if this is not the case.

VIII. Supervision of Use and Enforcement.

8.1. MTO owns ILDA and, while not exercising any ownership over Contributed Content, it maintains the sole and exclusive right to control access to and use of ILDA and to take such actions as it deems necessary to protect ILDA, its users, and Us including, but not limited to the following:

- a) Remove or refuse to post any Contributed Content for any or no reason at Our sole discretion;
- b) Take any action with respect to any Contributed Content that We deem necessary or appropriate in Our sole discretion, including if We believe that such content violates this Agreement, including these Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of ILDA or the public, or could create liability for MTO;
- c) Disclose your identity or other information about You to any third party who claims that material posted by You violates their rights, including their intellectual property rights or their right to privacy;
- d) Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of ILDA; and
- e) Terminate, suspend, or limit your access to all or part of ILDA for any violation of this Agreement.

8.2. Without limiting the foregoing, We have the right to cooperate fully with any law enforcement authorities or court order requesting or directing Us to disclose the identity or other information of anyone posting any materials on or through ILDA. YOU WAIVE AND HOLD HARMLESS MTO AND ITS LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER MTO OR OTHER LAW ENFORCEMENT AUTHORITIES.

8.3. We do not assume any liability for any action or inaction regarding transmissions, communications, or content provided by any Authorized User, Unauthorized User, or any other party. We assume no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

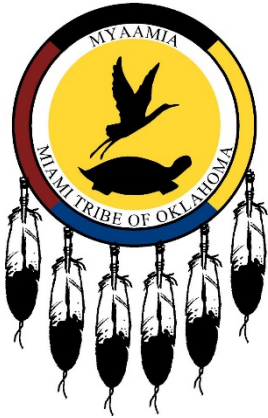
IX. Reliance on Contributed Content.

9.1. ILDA is made available solely for general educational, research, and informational purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance You place on such information is strictly at your own risk.

9.2. ILDA includes content provided by Authorized Users and other third parties. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content are solely the opinions and the responsibility of the person or entity providing those materials and do not necessarily reflect Our opinion.

X. Information About You and Your Visits to ILDA.

All content contributed to ILDA by Authorized Users is subject to Our Privacy Policy [[LINK TO PRIVACY POLICY](#)]. By using ILDA, Authorized Users expressly consent to all actions taken by Us with respect to your information in compliance with the Privacy Policy.



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XI. Geographic Restrictions.

ILDA is intended for use by Authorized Users in countries where it is legal to do so. We make no claims that ILDA or any of its content is accessible or appropriate outside of the United States. Access to ILDA may not be legal by certain persons or in certain countries. If You access ILDA from outside the United States, You do so at your own risk and are responsible for compliance with local laws.

XII. Disclaimer of Warranties.

12.1. You understand that We do not guarantee or warrant that the files available for downloading from the internet or ILDA will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to Our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF ILDA OR ANY SERVICES OR ITEMS OBTAINED THROUGH ILDA OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

12.2. YOUR USE OF ILDA, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH ILDA IS AT YOUR OWN RISK. ILDA, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH ILDA ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER MTO NOR ANY PERSON ASSOCIATED WITH MTO MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF ILDA. WITHOUT LIMITING THE FOREGOING, NEITHER MTO NOR ANYONE ASSOCIATED WITH MTO REPRESENTS OR WARRANTS THAT ILDA, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH ILDA WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT ILDA OR ANY SERVICES OR ITEMS OBTAINED THROUGH ILDA WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

12.3. TO THE FULLEST EXTENT PROVIDED BY LAW, MTO HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

12.4. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

XIII. Indemnification.

You agree to defend, indemnify, and hold Us harmless, including Our licensors, and service providers, and its and their respective members, officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of this Agreement or your use of ILDA including, but not limited to your Contributed Content, Your use of ILDA's content, services, and products other than as expressly authorized in this Agreement, or your use of any information obtained from ILDA.

XIV. Governing Law and Jurisdiction.

14.1. All matters relating to ILDA and this Agreement, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of the Miami Tribe of Oklahoma and, in the sole and exclusive discretion of MTO, relevant federal laws, including, but not limited to the Native American Graves Protection and Repatriation Act, the Archeological Resources Protection Act, the Antiquities Act.

14.2. MTO is a sovereign, self-governing, federally recognized Indian Tribe. As an incident of its sovereignty, the Tribe and its employees, officers, and agents acting in the course and scope of their duties to the Tribe are immune from unconsented proceedings. Nothing in this Agreement, any other document relating to access to and use of ILDA, or any action or omission by the MTO hereunder may be construed as a waiver of MTO's sovereign immunity.

XV. Dispute Resolution.

In the event a dispute arising under or relating to ILDA occurs between the Parties, they shall first attempt to reach a mutually agreeable resolution. If the Parties efforts to reach a mutual resolution are unsuccessful, the dispute shall be resolved by MTO in its sole and exclusive discretion and such decision shall be final, binding, and non-appealable. Where the user is a federally recognized Indian tribe, nothing in this Agreement may be interpreted to reflect consent to any form of involuntary dispute resolution or a waiver of sovereign immunity from unconsented-to proceedings.

XVI. Waiver and Severability.

16.1. No waiver by Us of any term or condition set out in this Agreement shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure by Us to assert a right or provision under this Agreement shall not constitute a waiver of such right or provision.

16.2. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of this Agreement will continue in full force and effect.

XVII. Entire Agreement.

This Agreement, including Our Privacy Policy, constitutes the sole and entire agreement between You and Us regarding the ILDA software suite and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding ILDA.

XVIII. Your Comments and Concerns.

18.1. ILDA is operated by the staff and students of the Myaamia Center at Miami University, Oxford, Ohio, which serves as the academic home for the National Breath of Life Archival Institute for Indigenous Languages. ILDA is hosted by Miami University's Information Technology Services secure data center where technical support is maintained.

18.2. All notices of copyright infringement claims should be sent to the copyright agent designated in Our Copyright Policy [LINK TO COPYRIGHT POLICY] in the manner and by the means set out therein.

18.3. All other feedback or comments relating to this document should be directed to: "Center, Myaamia" <myaamiacenter@miamioh.edu>.