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A print version of this EULA can be found at www.aclutx.org/aclublue/eula.

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a. *License Grant.* Subject to Your continued compliance with all of the terms of this Agreement, ACLU-TX grants You a limited, non-exclusive, personal, non-transferable, revocable, license (the “**License**”) to access, stream, download and install the Application on a personal computing device or mobile phone that You own or control (a “**Mobile Device**”), and to use the Application, and its various features and functionality, solely for Your personal, non-commercial use, as further outlined herein.

b. *License Restrictions.* Unless otherwise authorized by this Agreement or in a written authorization signed by ACLU-TX, You will not, and You will not permit any other person or entity to:

- i. copy the Application or related documentation, in whole or in part;
- ii. modify, translate, adapt, or otherwise create derivative works or improvements of the Application;
- iii. remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Application;
- iv. transmit, access, or communicate any data that infringes any patent, trademark, trade secret, copyright, publicity right, privacy right, or other proprietary right of ACLU-TX or any other person;
- v. rent, lease, lend, use for timesharing, service bureau, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Application or any features or functionality of the Application, to any third party for any reason, including by making the Application available on a network where it is capable of being accessed by more than one device at any time;
- vi. reverse engineer, decompile, disassemble, decode or otherwise attempt to derive or gain access to all or any part of the source code of the Application;
- vii. impersonate any person or entity or falsely state or otherwise misrepresent Your affiliation with a person or entity;
- viii. forge headers or otherwise manipulate or modify identifiers in order to disguise the origin of any transmissions;
- ix. transmit, access, view or communicate any data that You do not have a right to transmit;
- x. interfere with or disrupt any other person's use of the Application;
- xi. violate local, state, national or international law, rules, regulations, executive orders or policies relating to the use of the Application;
- xii. transmit, access, or communicate any data that contains software viruses or any other malicious computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or tele-communications equipment; or
- xiii. monitor traffic or make search requests in order to accumulate information about individual users.

3. **License to ACLU-TX.** You hereby freely and irrevocably grant to ACLU-TX a nonexclusive, fully paid-up, royalty-free, perpetual, irrevocable, unlimited, worldwide right and license to, directly or indirectly, make, have made, copy, modify, create derivative works of, publicly display and perform, publish, use, and otherwise distribute any information, content (e.g., images, video) or other material (collectively, "**Content**") that You submit to ACLU-TX or otherwise provide using the Application (including, without limitation, the submission of video to the online ACLU Blue™ community or otherwise via the NETWORK function), and for ACLU-TX to authorize others to do any of the foregoing via a sublicense, subject only to the express limitations in this Agreement and in the Privacy Policy (<http://www.aclutx.org/aclublue/privacy-policy>) discussed below. Any feedback, comments, proposed improvements or modifications or other suggestions You may provide regarding the

Application is entirely voluntary and ACLU-TX will be free to use such feedback, proposed improvements, modifications, comments or suggestions as it sees fit without any obligation or additional consideration to You.

4. **Collection and Use of Your Information; Technical Information.** ACLU-TX's collection and use of Content You generate, upload, submit or otherwise provide in connection with Your access, streaming, downloading, installing, posting or any use of the Application is described in the Privacy Policy for this Application (<http://www.aclutx.org/aclublue/privacy-policy>) (the "**Privacy Policy**"). By accessing, streaming, downloading, installing, posting or using in any way this Application, You consent to the Privacy Policy. In summary, in connection with the Application, You may provide the several types of information to ACLU-TX:

- a. personal information You may provide via the Application (e.g., in Settings or using the "Give" feature), like Your name, address, email, and phone number ("**Personal Information**");
- b. information and images you record (e.g., video) in connection with an incident report (each an "**Incident Report**");
- c. survey responses and reports You optionally generate via the Record or Upload features in connection with submitting an Incident Report ("**Written Reports**");
- d. when You submit an Incident Report, Your physical location ("**Geo-Location Information**"); and
- e. any information you provide via the NETWORK function.

5. **Report Retention Policy.**

a. ACLU-TX reserves the right, but undertakes no obligations, to retain indefinitely any Incident Reports You generate (collectively, the "**Reports**"), along with any Registration and Geo-Location Information, in ACLU-TX's sole discretion. Without limiting the foregoing, ACLU-TX also reserves the right, but undertakes no obligations, to delete such materials and any accompanying Registration Information and Geo-Location Information, unless You provide ACLU-TX with written notification of Your need for the Reports within thirty (30) days of their submission. Please note this voluntary retention policy is subject to change to accommodate our current storage capacity and processing abilities without any notice to You.

b. Notwithstanding Section 5(a) above, ACLU-TX is not responsible or otherwise liable for the loss of, deletion of, unauthorized access to, or the failure to store or otherwise protect any Report. You are encouraged to keep an alternative back-up copy of any Report or information contained in a Report, if retaining a copy is important to You.

6. **Not a Solicitation or Offer.** None of the Application, or any of the Application's content, or forms for the Reports, constitutes a solicitation or an offer by the ACLU-TX to represent You in any matter. As a result, you should be aware that the ACLU-TX cannot promise You that the information You provide will lead to any specific action on the part of ACLU-TX, other than our commercially reasonable efforts to publish your Incident Report online.

7. **Attorney-Client Privilege - Where It Applies.**

a. *Incident Reports.* As Incident Reports are intended to contain documentary evidence for public consumption rather than any communication, we do not treat Incident Reports as confidential or protected by attorney-client privilege. Do not use the Incident Reports feature to make video recordings of any communications You intend to be confidential. As described in the Privacy Policy (<http://www.aclutx.org/aclublue/privacy-policy>), we may share or disclose part or all of the Incident Reports You provide to any person or organization, or directly to the general public, in our sole discretion.

8. **Geographic Restrictions.** The Application is intended for use by persons only while located within the State of Texas. The Application may not comply with the laws of other states or countries. If You access or use the Application while outside the State of Texas, You are solely responsible for complying with all applicable local laws.

9. **Not Legal Advice; Know Your Rights Limitations.** The Application contains downloadable content that includes a basic summary of rights for individuals who are interacting with law enforcement agencies within the State of Texas, including at the Texas-Mexico border zone (“**KYR Content**”). Laws vary among jurisdictions; therefore, KYR Content available through the Application may not apply outside of the State of Texas, may not reflect the most recent changes in the law and/or may not apply to Your individual legal situation. KYR Content, and all other material included in the Application, is for educational purposes only, and it is not intended as, nor is it a substitute for, specific legal advice, and should not be construed as such by You or anyone else. If You want or need legal advice, You should not rely on the information You get from this Application and rather should speak with a lawyer to get advice on Your specific situation. ACLU-TX also does not represent, warrant or otherwise promise that the information on this Application is complete, accurate, or up-to-date.

10. **Updates.** ACLU-TX may, but undertakes no obligations to, at any time add, remove, change or other modify features and/or functionality of the Application, including through the use of bug fixes, patches and other updates (the “**Updates**”), with no notice to You. Based on Your Mobile Device settings, for any such Updates when Your Mobile Device is connected to the internet either: (a) the Application will automatically download and install all available Updates; or (b) You may receive notice of or be prompted to download and install available Updates. If You do not promptly download and install all Updates, the Application may not operate properly.

11. **Third Party Materials.** The Application may display, include or otherwise make available third-party content (including, without limitation, data, information, applications and other products services and/or materials) or provide links to third-party websites or services, including through third-party advertising (“**Third Party Materials**”), such as Twitter or other social media sources. ACLU-TX is not responsible for any Third Party Materials or their sources, including, without limitation, their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect. ACLU-TX does not assume and will not otherwise have any liability or responsibility to You or to any other person

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12. Term; Termination; Effect of Termination.

a. The License described in Section (2) (a) above begins when You indicate Your agreement to the terms of this Agreement and download the Application, and will continue until it has terminated as follows:

- i. The License will terminate immediately and automatically without any notice if You terminate this Agreement;
- ii. ACLU-TX may terminate the License at any time without notice, for any reason or for no reason, in ACLU-TX's sole discretion; or
- iii. You may terminate the License at any time by uninstalling and making no further use of the Application.

b. Upon Termination of the License for any reason, You agree to immediately stop accessing or otherwise using the Application and will erase the Application from Your Mobile Device.

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a. *No Warranty.* THE APPLICATION AND ANY RELATED CONTENT OR MATERIALS ARE PROVIDED "AS IS" AND "AS AVAILABLE", AND ACLU-TX MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY OF THE SAME, INCLUDING, WITH RESPECT TO THE APPLICATION, THAT THE APPLICATION WILL BE COMPATIBLE OR OTHERWISE WORK WITH ANY DEVICE OR ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, OR IS FIT FOR A PARTICULAR PURPOSE, AND WITH RESPECT TO THE KYR CONTENT, INCLUDING THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. ACLU-TX, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS THE WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR ANY PARTICULAR PURPOSE, TITLE, COURSE OF DEALING, AND USAGE IN THE TRADE. THESE DISCLAIMERS ARE AN ESSENTIAL PART OF THIS AGREEMENT. ACLU-TX CANNOT AND DOES NOT WARRANT THE APPLICATION AND RELATED SERVICES WILL ALWAYS BE SECURE OR ERROR-FREE OR THAT THE SERVICES WILL ALWAYS FUNCTION WITHOUT DELAYS, DISRUPTIONS OR IMPERFECTIONS.

b. *No Liability for Damages.* TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ACLU-TX, ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS AND/OR DIRECTORS, BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR: (i) ANY LOST PROFITS, LOSS OF USE, COST OF CURE, DIMINUTION OF VALUE, LOSS OF DATA, OR FOR ANY DIRECT, INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND, HOWEVER CAUSED, ARISING OUT OF OR RELATED TO YOUR USE OR MISUSE OF OR INABILITY TO USE THE APPLICATION, OR ANY RELATED CONTENT OR MATERIALS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF THOSE DAMAGES WERE FORESEEABLE AND EVEN IF ACLU-TX WAS ADVISED OF THE POSSIBILITY OF THOSE DAMAGES; OR (ii) MONEY DAMAGES, HOWEVER CAUSED, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR TO YOUR USE OR MISUSE OF OR INABILITY TO USE THE APPLICATION, OR ANY RELATED CONTENT OR MATERIALS, IN A TOTAL AMOUNT GREATER THAN \$10.00 IN THE AGGREGATE.

14. **Choice of Law; Venue; Injunctive Relief.** This Agreement will be interpreted under, and any dispute arising out of this Agreement or the Application will be governed by, the laws of the State of Texas without reference to its conflict of law principles. You consent to the exclusive jurisdiction of and venue in the state and federal courts located in Austin, Texas and Travis County, Texas and will not assert any claim against ACLU-TX in any other courts or jurisdictions. Any dispute will be limited to the dispute between ACLU-TX and You individually. To the full extent permitted by law, no legal proceeding will be joined with any other person or entity or decided on a class-action basis. Your breach or threatened breach of this Agreement could cause irreparable injury to ACLU-TX for which money damages alone would be an inadequate remedy. In that case, ACLU-TX will, in addition to its remedies at law, be entitled to temporary or permanent injunctive or other equitable relief against You, without the posting of any bond or other security.

15. **Indemnification.** You (a) will indemnify, defend (at ACLU-TX's sole option) and hold harmless, and (b) hereby release ACLU-TX, its licensors, and its and their respective officers, directors, members, employees, agents, affiliates, successors and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, obligations, costs and/or expenses (including reasonable legal fees) which result from or arise out of Your: use or misuse of the Application; use or misuse of any related content, materials; related activities; or violation of this Agreement. ACLU-TX will not represent You in any dispute or arising out of the use of this Application. We reserve the right to assume control of the defense of any third-party claim that is subject to indemnification by You, in which event You will cooperate with us in asserting any available defenses. Furthermore, ACLU-TX assumes no responsibility for the content You submit or make available through or utilizing the Application.

16. **Miscellaneous.**

a. *Severability.* If any provision of this Agreement is held invalid or unenforceable, in whole or in part, that provision will be modified to the minimum extent necessary to make it valid and enforceable, and the validity and enforceability of all other provisions of this Agreement will not be affected thereby.

b. *Entire Agreement.* This Agreement constitutes the entire agreement between You and ACLU-TX relating to the subject matter of this Agreement, and it supersedes all prior oral and written and all contemporaneous oral negotiations, commitments and understandings of the parties.

c. *Amendments.* ACLU-TX may amend this Agreement at any time by posting an updated copy of this Agreement on its website, currently located at <http://www.aclutx.org/aclublue/eula>, or by providing notice to You in any other way. Those amendments will be effective upon notice to You or by Your continued use of the Application. ACLU-TX will not be bound by any amendment to this Agreement unless that amendment is in writing and has been signed by an authorized representative of ACLU-TX.