

ACLU MIGRACAM™
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4. **Collection and Use of Your Information; Technical Information.** ACLU of Texas'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

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- a. personal information You may provide via the Application (e.g., in Tutorial), like Your phone number (“**Personal Information**”);
- b. information and images you record (e.g., video) in connection with a livestream (each a “**Livestream**”);
- c. when You start a Livestream, Your physical location (“**Geo-Location Information**”); and
- d. any information You provide related to the emergency contacts You designate, like e-mail addresses or phone numbers (“**Contact Information**”).

5. **Livestream Retention Policy.**

a. ACLU of Texas reserves the right, but undertakes no obligations, to retain indefinitely any Livestreams You generate (collectively, the “**Livestreams**”), along with any Personal Information, Geo-Location Information and/or Contact Information, in ACLU of Texas’s sole discretion. Without limiting the foregoing, ACLU of Texas also reserves the right, but undertakes no obligations, to delete such materials and any accompanying Information, unless You provide ACLU of Texas with written notification of Your need for the Livestreams or accompanying Information 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 of Texas 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 of Texas to represent You in any matter. As a result, you should be aware that the ACLU of Texas cannot promise You that the information You provide will lead to any specific action on the part of ACLU of Texas.

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a. *Livestreams.* As Livestreams are intended to contain documentary evidence for consumption by emergency contacts, we do not treat Livestreams as confidential or protected by attorney-client privilege. Do not use the Livestream feature to make video recordings of any communications You intend to be confidential. As described in the Privacy Policy (<https://www.aclutx.org/MIGRACAM/privacy-policy>), we may share or disclose part or all of the Livestreams You provide to the emergency contacts that You provide, as well as the ACLU Border Rights Center, in our sole discretion.

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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 of Texas in any other courts or jurisdictions. Any dispute will be limited to the dispute between ACLU of Texas 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 of Texas for which money damages alone would be an inadequate remedy. In that case, ACLU of Texas 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 of Texas's sole option) and hold harmless, and (b) hereby release ACLU of Texas, 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 of Texas 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 of Texas 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 of Texas 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 of Texas may amend this Agreement at any time by posting an updated copy of this Agreement on its website, currently located at <https://www.aclutx.org/migracam/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 of Texas 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 of Texas.