

## Terms of Use

These Terms of Use apply to access to and participation in the Texas A & M International University ("TAMIU") Continuing Education Department (the "Virtual Camp") by you and your child or ward ("your student"). The Virtual Camp is provided by TAMIU as a resource for community members during the disruption of normal summer activities by the COVID-19 pandemic.

By accessing the Virtual Camp, you agree:

- That the Virtual Camp is a voluntary activity, and may be terminated by either party – TAMIU or you - at any time and without any liability to either party;
- That the student must have access to a reliable Internet connection and a laptop or computer with a working video camera and microphone to participate in the Virtual Camp;
- That you accept the risks associated with transmitting information over the Internet and using telecommunications technologies (including electronic tampering and unauthorized access by third parties), and that you will only use a computer or device that you know is safe and, at a minimum, has a firewall, anti-virus software installed, is password protected, and accesses the Internet through a private, password-protected connection when participating in the Virtual Camp;
- That participation in the Virtual Camp will require the student to use third-party products or services that are not operated or controlled by TAMIU ("Third Party Services"), and that use of those Third Party Services will be governed solely by the terms applicable to those Third Party Services as agreed upon between you and the providers of the Third Party Services;
- That TAMIU does not endorse or support, is not responsible for, and disclaims all liability as to the privacy practices, data security processes, and other policies or practices of Third Party Services;
- To be, and to ensure that the student is, respectful to TAMIU personnel and other Virtual Camp participants, and to not, and to ensure that your student does not, defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights of TAMIU, its personnel, or other Virtual Camp participants;
- To comply with copyright and other intellectual property laws pertaining to files, images, software, and other protected material that may be used or referenced during the Virtual Camp;
- To monitor the student's participation in the Virtual Camp and to determine whether the Virtual Camp is beneficial to and appropriate for the student;
- That only you and/or your student may participate in Virtual Camp sessions;
- That you will not record Virtual Camp sessions or share any materials that may be used or referenced during the Virtual Camp;
- That the Virtual Camp is intended to complement, but not replace, the education or activities provided by the student's regular school or you, and is provided without warranty of any kind, express or implied;
- That Virtual Camp personnel may or may not be certified or professional teachers and TAMIU assumes no duty or responsibility for the learning outcome or your student's academic performance or progression;
- That information provided by you about you and your student is accurate and does not misrepresent the identity of you or your student;
- That information provided by you about you and your student may be disclosed to TAMIU employees, volunteers, and contractors for the purposes of providing the Virtual Camp;
- That TAMIU may change the content of the Virtual Camp at any time without notice;

- That any Virtual Camp volunteers will be serving as direct service volunteers to TAMIU as described in Texas Education Code § 51.937;
- That TAMIU may use the student's name, likeness (still or moving), and words (written or spoken) for purposes related to the mission of TAMIU, including publicity, marketing, and promotion of TAMIU, in any medium;
- That you hereby waive, covenant not to sue, and agree to indemnify and defend TAMIU, The Texas A&M University System and its Board of Regents, and their members, officers, agents, volunteers, and employees ("releasees") from any and all liabilities, claims, demands, injuries, or damages, including court costs and attorneys' fees and expenses, that you or your student may sustain or inflict while participating in the Virtual Camp, *including injuries sustained as a result of the sole, joint, or concurrent negligence, gross negligence, negligence per se, statutory fault, intentional torts, or strict liability of releasees*; and
- That you have the legal right as parent or guardian to register your student for the Virtual Camp.

We hope you find the Virtual Camp useful and encourage suggestions and comments. Please report any inappropriate behavior by Virtual Camp personnel to [mary.foster@tamiu.edu](mailto:mary.foster@tamiu.edu).

TAMIU does not knowingly collect personally identifiable information from children under the age of 13. If you are under the age of 13, please do not provide your contact information or any other personally identifiable information to TAMIU. If you are the parent or legal guardian of someone under the age of 13 who may have provided TAMIU with information without your knowledge or consent, please contact [ce@tamiu.edu](mailto:ce@tamiu.edu) to have this information removed.

To view, amend, or delete any information provided by you about you or your child, please contact [ce@tamiu.edu](mailto:ce@tamiu.edu).

By accessing or participating in the Virtual Camp, you agree to be bound to these Terms of Use. If you do not agree to all of these Terms of Use, do not access or participate in the Virtual Camp.