

Legal Disclaimers and Terms of Use Agreement for the Border Crossing Law Firm (bordercrossinglaw.com) and Open Borders (openborders.io) Websites

This Terms of Use Agreement is between you and the Border Crossing Law Firm, and governs your use of the websites located at bordercrossinglaw.com and openborders.io (including all subdomains of these websites). By accessing or using these websites, you agree to be legally bound by this agreement. Your use of the websites are also subject to the terms of the Privacy Policy, below. If you retain us to represent you for specific legal services, this representation will also be governed by a separate Attorney-Client Agreement, which is sent after you retain us for legal services. If you do not agree to the terms of this agreement and the Privacy Policy, you may not access or use the websites. The websites are intended for use by persons 18 years of age or older. If you are under 18 years of age, you may not access or use the websites.

Not Legal Advice

Open Borders is a free immigration guide that is intended to serve as a starting point for determining your immigration options. The information on the Open Borders and Border Crossing Law Firm websites are not legal advice, and do not form an Attorney-Client relationship. These websites are not a substitute for the advice or representation of an attorney. Immigration laws are complex and frequently change. We tried to take into account hundreds of possible immigration scenarios, but we make no representation that the information in this guide is perfect. There could be a number of variables in your case that are not fully taken into account in the information provided by this guide. There could also be immigration relief that you qualify for that this guide does not discover.

All of the information provided on these websites is meant to be reviewed and confirmed by an immigration attorney prior to taking any action with the U.S. government to file any applications for relief. The Border Crossing Law Firm expressly disclaims all liability in respect to actions taken or not taken based on the content of the Open Borders and Border Crossing Law Firm websites. The reader should also be aware that prior results described on these websites do not guarantee a similar outcome.

We strongly believe that legal representation is critical in immigration cases, and do not encourage you to file any immigration applications without the assistance of an immigration attorney. If you decide to retain the Border Crossing Law Firm to represent you, then the terms of that agreement are specified in a separate Attorney-Client Contract that will be sent to you. Unless you retain the Border Crossing Law Firm, we are not your attorneys, and you may not consider the information on our websites to be legal advice.

Neither receipt of information presented on this site nor any e-mail or other electronic communication sent to Border Crossing Law Firm or its lawyers through this site will create an attorney-client relationship. Accordingly, the attorney-client relationship will not begin until you receive a written statement from us that we represent you (an "Attorney-Client Contract").

Border Crossing Law Firm attorneys named on the website are authorized to practice law in Illinois and Montana, and before any federal administrative tribunal, such as the Executive Office for Immigration review, but may not be authorized to practice law in other state or federal jurisdictions. Attorneys listed on this website are not Certified by the Texas Board of Legal Specialization.

Attorney Advertising

The content of the Open Borders and Border Crossing Law Firm websites should be considered attorney advertising, because it is intended to encourage you to hire us to provide legal services to you.

No Government Affiliation

The Border Crossing Law Firm and Open Borders are not affiliated with the United States Citizenship and Immigration Services ("USCIS"), United States Immigration and Customs Enforcement ("ICE"), United States Customs and Border Protection ("CBP"), the Executive Office of Immigration Review ("EOIR"), the Board of Immigration Appeals ("BIA"), or any other government entity.

Revisions to the Websites

The information on the Open Borders and Border Crossing Law Firm websites, including the Legal Disclaimers, Terms of Use Agreement, and Privacy Policy, are subject to change at any time and for any reason without notice. We r

recommend reviewing the terms and conditions set forth on this page each and every time you access the websites.

Use of Services

Subject to your complete compliance with the provisions of this agreement, you are granted a limited, non-exclusive, non-transferable, revocable license to use the Open Borders and Border Crossing Law Firm websites solely in the manner authorized and intended by the Border Crossing Law Firm. Any rights not expressly granted in this agreement are expressly reserved by the Border Crossing Law Firm. The resale or distribution of materials made available on the Open Borders and Border Crossing Law Firm websites without the express, written consent of the Border Crossing Law Firm is prohibited. All such materials are authorized only for your own personal use.

In connection with your access to or use of the Open Borders and Border Crossing Law Firm websites, you are prohibited from:

Accessing data not intended for you, or logging onto a server or an account which you are not authorized to access;

Using any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to access, navigate, or search the websites, other than generally available third-party web browsers (e.g., Mozilla Firefox, Google Chrome and Microsoft Explorer);

Using any device, software or routine to interfere or attempt to interfere with the proper working of the websites or any activity being conducted on the websites;

Attempting to probe, scan or test the vulnerability of the Open Borders and Border Crossing Law Firm systems or networks or to breach security or authentication measures without proper authorization;

Attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to the websites, overloading, “flooding,” “spamming,” “mailbombing” or “crashing”;

Sending unsolicited email, including promotions and/or advertising of products or services;

Forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting;

Copying, modifying, adapting, reproducing, reverse engineering, decompiling, disassembling, or preparing derivative works from Open Borders and Border Crossing Law Firm software or content that is not your own;

Distributing viruses, malicious code, malware or any other technologies that may harm the Border Crossing Law Firm, the websites, or a user;

Violating or circumventing any applicable laws, regulations or technical measures, security measures or policies;

Violating, infringing, or breaching the rights of the Border Crossing Law Firm or a third-party, including, but not limited to any copyrights, trademark rights, patent rights, trade secrets rights, rights of publicity or personality, moral rights, or any other proprietary rights;

Submitting to the website any false, inaccurate, misleading, deceptive, defamatory, or libelous materials or user content; or

Knowingly withholding or failing to disclose information requested by the Open Borders and Border Crossing Law Firm websites, or required to be included or disclosed on a USCIS form or other government form, or engaging in any action that constitutes fraud.

Submitting false, inaccurate, misleading or deceptive information, or failing to disclose information requested by the Open Borders and Border Crossing Law Firm websites or required to be included or disclosed on a USCIS form or other government form may result in your application being denied by the applicable government agency and the Border Crossing Law Firm will not have any liability to you as a result of such actions.

Violations of system or network security may result in civil or criminal liability. The Border Crossing Law Firm will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

Hyperlinks

Hyperlinks to organizations and governmental agencies are provided as a convenience to our readers. There is no sponsorship between the Border Crossing Law Firm and any of these organizations and agencies. Hypertext links are provided as a service to users and are not sponsored by or affiliated with this website. The links are to be accessed at the user's own risk, and the authors of this website make no representations or warranties about the content of these links. The firm does not endorse and is not responsible for any third-party content that may be accessed from its website and does not recommend or endorse the use of any third-party service.

Ownership and Intellectual Property Rights

All materials, including text, images, videos, illustrations, designs, icons, photographs, software, programs and written and other materials that are part of the Open Borders and Border Crossing Law Firm websites is the property of the Border Crossing Law Firm. This content is intended solely for personal, non-commercial use. No right, title or interest in any of this content is transferred to you by way of this agreement or otherwise. You may not reproduce, publish, transmit, distribute, display, modify, create derivative works from, sell or participate in any sale of or exploit in any way, in whole or in part, any of the content of the the Open Borders and Border Crossing Law Firm websites or any related software.

The Open Borders and Border Crossing Law Firm logos are trademarks of the Border Crossing Law Firm.

Disclaimer of Warranty

The Open Borders and Border Crossing Law Firm websites are provided “as is” and “as available.” While we strive to provide accurate information, we can’t guarantee that our information will always be up to date or error-free. The Border Crossing Law Firm makes no representations or warranties of any kind, express or implied. To the fullest extent permissible by applicable law, the Border Crossing Law Firm disclaims all warranties, express or implied, including but not limited to the implied warranties or merchantability, non-infringement, and fitness of a particular purpose. You use the Open Borders and Border Crossing Law Firm websites at your sole risk. This disclaimer constitutes an essential part of this agreement and you acknowledge that without your agreement to the terms of this disclaimer, the Border Crossing Law Firm would not have entered into this agreement with you.

Limitation of Liability

Under no circumstances, and under no legal or equitable theory, whether in tort, contract, strict liability, or otherwise shall the Border Crossing Law Firm, its affiliates, and their respective employees, directors, officers, and agents be liable to you or to any other person for any indirect, special, incidental, or consequential losses or damages of any nature arising out of or in connection with the use of or inability to use the Open Borders and Border Crossing Law Firm websites, including without limitation, damages for lost profits, loss of goodwill, loss of data, accuracy of results, or computer failure or malfunction, even if the Border Crossing Law Firm has been advised of or should have known of the possibility of such losses or damages. In no event will the Border Crossing Law Firm ever be liable to you for any damages in excess of the fees paid by you in connection with your use of the websites during the six month period before the claim arose.

Indemnification

You agree to defend, indemnify and hold harmless the Border Crossing Law Firm, its affiliates, and their respective directors, officers and employees from and against any and all claims, damages, costs and expenses, including attorneys’ fees, arising from or related to your breach of this agreement, your improper use of the Open Borders and Border Crossing Law Firm websites, or your breach of any applicable law or infringement of the rights of a third party. The Border Crossing Law Firm shall have the right to participate in the defense of any such claim, at its own cost. You may not settle or negotiate any claim that results in liability to, or imposes any obligation upon the Border Crossing Law Firm, financial or otherwise, without the written consent of the Border Crossing Law Firm.

Consent to Electronic Communications

You consent to receive communications from the Border Crossing Law Firm electronically, and you agree that all agreements, notices, disclosures and other communications that the Border Crossing Law Firm provides to you electronically, via email, or on the websites, satisfy any legal requirement that such communications or agreements be in writing.

Severability

If any provision of this agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way.

Governing Law

This agreement will be construed in accordance with and governed exclusively by the laws of the State of Montana that are applicable to agreements made among Montana residents and to be performed wholly within such jurisdiction, regardless of the parties' actual domiciles.

Privacy Policy

When you use the Open Borders and Border Crossing Law Firm websites, we collect certain information from you which can be used to contact or identify you, including, but not limited to, your name, gender, date of birth, telephone number, postal address, and email address ("Identity Information"). If you place an order for Services and/or pay a fee, we will collect additional payment and billing information from you, including, but not limited to, your credit/debit card information or bank account information ("Billing Information"). If you place an order for Services, you may also be required to provide information or documents necessary for preparation or filing of forms or applications to be submitted to government agencies, and if you file an application, we may receive from the government a unique receipt number assigned to your application ("Application Information"). Together, your Identity Information, Billing Information, Application Information, and Usage Data (defined below) are referred to as "Personal Information."

We also automatically collect certain information regarding your access to and use of the Open Borders and Border Crossing Law Firm websites. This information includes your computer or device hardware and software, IP address, browser type, referring website URLs, domain names, access times, log files, pages on the Sites that you visit, and links you click on ("Usage Data").

Like many websites, we utilize devices to recognize you when you visit the Sites, track your interactions with the Sites, and personalize your experience. These include devices such as cookies, web beacons, pixels and similar devices. Cookies are small data files we transfer to your computer hard drive. We utilize some cookies that remain on your computer after you leave the Site so that we can recognize you when you return and provide a more personalized and helpful experience. We also utilize session cookies to enable certain features of the Sites, to better understand how you interact with the Sites and to monitor use of the Sites by users and web traffic routing on the Sites. Session cookies are deleted from your computer when you log off from the Sites and close your browser. You maintain control over some of the information we collect through the use of cookies, and you can set your preferences regarding the use of cookies through your browser settings. If you choose not to accept cookies, you may not be able to access portions of the Sites or all functionality of the Services.

If you reside in the European Economic Area or Switzerland (collectively the "EU"), we rely on the following lawful grounds under the General Data Protection Regulation ("GDPR") to process (collect, store, and use) your personal data contained in Personal Information and Usage Data: (a) it is necessary for the performance of a contract with you; (b) our legitimate interests; and (c) your consent. If you are a customer, the lawful ground for processing your personal data is necessary in performing our contract to provide the Services to you; our legitimate interest in understanding, improving, and promoting our services; and your consent. If you visit or use our websites, the lawful ground for processing your personal data is our legitimate interest in understanding how users interact with our websites to improve our websites and Services, and your consent.

We use information you submit to us at the time of account registration, such as your name and email address, and any updated information you subsequently submit, such as a new email address, to create and maintain your account.

We use your information, including Personal Information, primarily to operate our business and provide the Services to you, including the completion of immigration forms. We use such information to personalize the Services we pro

vide to you. We may use your information to verify your identity, for fraud prevention, to enforce the applicable terms of use and to protect the integrity of the Site. We may also use your information to develop new features or Services and to improve the quality of our Services.

We may use your information, including Personal Information, to respond to questions you have regarding use of our Services or to provide technical assistance.

We may contact you using the contact information you provide in order to respond to inquiries you send to us, to communicate with you regarding our Services and the services of our partners, and to market our Services, or those of our partners, to you. If you are in the EU, we will only use your contact information to communicate with you regarding our partners' services with your prior consent. We may send you emails advertising or promoting our Services or those of our partners. If you do not wish to receive such emails, you can choose to opt-out of receipt using the unsubscribe link within each email, or by sending an unsubscribe request.

We also may use information about you, including Personal Information, to improve the effectiveness of our marketing and advertising efforts.

We may use information about you, including Personal Information, and other users, in aggregate form, for our own internal research and analytical purposes. For example, we may use certain types of your information to understand which features of our Services are being used most frequently.

We have put in place physical, electronic and managerial procedures to protect the security of the information we collect, both during transmission and once received. This includes, but is not limited to, encryption, access control and audit logging on Personal Information. However, no method of transmission over the internet or method of storage is 100% secure. We cannot guarantee that our security measures will prevent our computer systems from being accessed illegally, nor can we guarantee that the information on our computer systems will not be viewed or stolen. Therefore, the Border Crossing Law Firm disclaims all liability for the theft, interception, loss, or unauthorized access of your information.

We use Google Analytics to collect information about use of the Sites. Google Analytics collects information such as how often users visit the Site, what pages they visit when they do so, and what other websites they used prior to coming to the Site. We use the information we get from Google Analytics to improve the Sites and Services. Google Analytics collects only the IP address assigned to you on the date you visit this site, rather than your name or other Personal Information. We do not combine the information collected through the use of Google Analytics with personally identifiable information. Although Google Analytics plants a permanent cookie on your web browser to identify you as a unique user the next time you visit this site, the cookie cannot be used by anyone but Google. Google's ability to use and share information collected by Google Analytics about your visits to this site is restricted by the Google Analytics Terms of Use and the Google Privacy Policy. You can prevent Google Analytics from recognizing you on return visits to the Sites by disabling cookies on your browser.

At a minimum, we will retain your Personal Information for as long as it may be needed to provide you Service and as needed to comply with our legal obligations. Unless you request deletion of your Personal Information sooner, we may hold any of your Personal Information indefinitely. Upon request, the Border Crossing Law Firm will inform you about whether we hold any of your Personal Information. You may terminate your account and request deletion of your Personal Information by contacting us at help@bordercrossinglaw.com. In some situations, we may be legally required to retain your Personal Information or for other reasons will not be able to comply with a request to delete data.

From time to time, we may use customer information for new, unanticipated uses not previously disclosed in our privacy notice.

If you have any questions regarding this Privacy Notice, please contact us at help@bordercrossinglaw.com.