

# EXHIBIT 21A

You've Got Mail:  
The promise of cyber communication in prisons and need for regulation

*GTL NET - Privacy Statement - 03-30-15*

**PRISON**  
POLICY INITIATIVE

## Privacy Statement

**Effective Date: March 30, 2015**

Global Tel\*Link Corporation is the owner and operator of the gtl.net website (“Site”) on which this Privacy Statement is posted. This Privacy Statement applies to information gathered by Global Tel\*Link Corporation (“GTL”), or one of its affiliates (individually “Affiliate” and collectively “Affiliates”) in connection with your use of the Site and your use of any of the products and services that GTL or any Affiliate provide, including My Phone Account, Offender Trust Fund, Send An Email, Offender Phone Account, and any related mobile applications (the Site and these products, services and mobile applications will be referred to in this Privacy Statement as the “Service”). This Privacy Statement is only applicable as of and following the Effective Date posted above. This Privacy Statement is part of, and is governed by, the [Terms of Use](#) set forth in the Site. For purposes of this Privacy Statement, "we", "us" or "our" refers to GTL and any Affiliate where the Affiliate or its products or services are implicated.

It is our policy to use the information we collect about you from the Service in a manner that is consistent with this Privacy Statement. Accordingly, this Privacy Statement advises you about the types of information we collect when you use the Service and how we may use that information.

**The Service is not intended for visitors that are under eighteen (18) years of age. We do not knowingly solicit or collect information from individuals who are not at least eighteen (18) years old.**

By using the Service, or clicking the “accept” button when you register to use the Service through the Site or are otherwise prompted to do so, you agree to be bound by the terms of this Privacy Statement.

If you create an account to use the Service other than through the Site, and if you do not agree with or consent to the terms of this Privacy Statement, you will have thirty (30) days from the date you create the account with us to cancel the account. If you decide that you want to cancel the account within this thirty (30) day period, please contact our Customer Service team using the information supplied through the “Contact Us” link on the Site. If you cancel your account within the applicable thirty (30) day period we will provide you with a refund of any fees you have paid and have not used in connection with the Service at the time of cancellation.

### **A. Information Collection by Us**

**1. Information We Directly Collect from You.** We directly collect the following types of information that you voluntarily provide to us through the Service:

- Contact Information. We may collect information from you that can be used to personally identify and/or contact you. Contact information collected through the Service may include your name, telephone number, physical address, mailing address, billing address, or email address.
- Other Personal Information. In addition to contact information, we may collect other personal information from you that may be associated with your contact information. Other personal information collected through the Service may include your birth date, credit card or other financial account information, and your username and password.
- Offender Information. If you are a friend or family member of an offender, we may also collect information from you about the identity of offender(s) receiving funds from you, or

who you communicate with, through the Service. If you provide this information, you represent and warrant that you have all necessary rights and authority to provide information about the applicable offender(s) in connection with the Service and agree that you shall be solely liable in connection with your disclosure of any information regarding offender(s) in connection with the Service.

**2. How We Directly Collect Information from You.** There are a number of different ways that we directly collect information from you. These may include:

- **Registration.** In order to access our products and services you will need to register with the Service. You may register with the Service either through the Site or by phone when you speak with one of our authorized customer service representatives or use our automated voice service. As part of the registration process you may be asked to provide your name, mailing address, phone number, and email address, and to create a user name and password.
- **Purchases.** If you wish to purchase products or services through the Service, we will require sufficient information to complete your purchase, including your credit card or other payment card information.
- **Communications From You.** If you send any personal communication or correspondence, by any means, to the Service, or to any of our employees, agents or representatives, the Service may collect additional information regarding that communication and include that information in our customer database.

**3. Information that We Automatically Collect from You when You Use the Site or our Mobile Applications.**

- **Use of Cookies and Web Beacons.** We (or service providers on our behalf) may automatically collect information from you when you use the Site using “cookies” or “web beacons”. Cookies are small amounts of data that are stored within your computer’s or mobile device’s Internet browser and that are accessed and recorded by the websites that you visit, as well as by the companies that place advertising on websites, so that they can recognize the same browser navigating online at a later time. Web beacons are web page elements that can recognize certain types of information on your computer or mobile device such as cookies and the time and date of a page viewed.

Information that may be collected by cookies and web beacons when you use the Site may include, without limitation:

- the pages you visit within the Site;
- the date and time of your visit to the Site;
- the amount of time you spend using the Site;
- the websites you visit before or after visiting the Site;
- the Internet Protocol (IP) address used to connect your computer or mobile device to the Internet;
- your computer or mobile device and connection information such as your browser type and version, operating system and platform; and/or

- your purchase history.

You may be able to set your browser to reject cookies or to notify you when you are sent a cookie. You can also purchase and download software that will allow you to use the Service without providing the information gathered by cookies. You are welcome to use the Service if you use this type of software, but your experience while visiting the Service may not be optimal.

- **Location Information We Collect through Mobile Applications.** In addition, if you access the Service through one of our mobile applications, we may also be able to identify the location of your mobile device. You may choose not to share your location details with us by adjusting your mobile device's location services settings, or otherwise declining to provide access to your location when prompted to do so. For instructions on changing the relevant settings, please contact your service provider or mobile device manufacturer. If you choose not to share your location details with us, you may be denied access to the mobile application.

**4. Information that We Collect when You Receive a Phone Call through the Service.** We collect the location of your phone to help ensure accurate billing practices as well as for correctional facilities safety, security and investigative purposes.

**Important Message from your Cellular Provider (AT&T, Cricket, Sprint, T-Mobile, Verizon Wireless and others).** The Service is not a Cellular Provider application. If you use the Service, it may require your Cellular Provider to disclose your customer information, including mobile phone location information, to us or some other third party. By providing your consent through the opt-in process described below, you authorize your Cellular Provider to disclose your information to us and to third parties to enable the Service. Please review this Privacy Policy and our Terms of Use, located at <https://www.connectnetwork.com/learnmore/TermsOfUse.jsp> for more information about how the Service will collect, access, use or disclose your information. If you aren't comfortable with the terms of this Privacy Policy or our Terms of Use, you should not use the Service. You acknowledge and agree that (1) your relationship with us is separate from your relationship with your Cellular Provider; (2) your Cellular Provider is not responsible for the Service; and (3) you will hold harmless your Cellular Provider and its subsidiaries, affiliates, officers, employees, agents, successors and assigns from any judgments, claims, actions, losses, liabilities or expenses arising from or attributable to the Service or our acts or omissions.

You will be advised through a prompt on calls placed from an inmate at a correctional facility to your phone that your phone location information will be obtained. By accepting the call, you agree to have your phone location obtained for 60 minutes after you accept the call. Your location will not be obtained if you do not accept the call. The location information collected in connection with each call will only be stored for one year from the date of the call and then deleted from our records. If you would like to opt out of having your phone location information obtained for any time remaining between when you terminate your call with the inmate and the above referenced 60 minute period, please call 1-800-483-8314.

**5. Information that You Choose to Provide.** You may have the option to post reviews of our products and services on the Site. Any review that you post may be viewed by other users of the Service. If you elect to post a review we recommend that you do not post any contact information or other

information that you do not want to make publicly available. You are solely responsible for any loss of privacy or other harm resulting from the content you post as part of a product review.

**B. Information Collection by Third Parties**

If you visit the Site from a third-party website the third-party website may give you a unique code, cookie or graphic which will uniquely identify you. This will only happen if you link directly from a third party website to the Site. Your activities on the Site while this type of code is active may be reported back to the third party website. The presence of a third party navigation bar at the top of any page on the Site is an indication that the third party website may be able to see your activity on the Site.

The Site may also include third-party advertising, links to other websites, and other content from third-party businesses. These third-party sites, businesses, and advertisers, may use web beacons and cookies to measure the effectiveness of their ads, personalize or optimize advertising content and to track users who click on the links made available through the Site. These third-parties may use persistent identifiers to track the actions of users online over time and across different websites or platforms to deliver targeted electronic advertisements to an individual user. We do not have access to or control over web beacons, cookies or persistent identifiers that these third parties may use. We are not responsible for the privacy practices or the content of these third-party websites. You are encouraged to review the privacy policies of the different websites you visit. For information about how tracking works for online advertising purposes you can visit <http://www.aboutads.info/choices>.

Some third-party advertising companies may provide a mechanism to opt-out of their technology. For more information about the opt-out process, you may visit the Network Advertising Initiative website, available at [http://www.networkadvertising.org/managing/opt\\_out.asp](http://www.networkadvertising.org/managing/opt_out.asp).

We may also use third party analytics software providers to gather and analyze anonymous information about users of the Site. These third party providers may use cookies to collect information about your purchase history, the content you view, what websites you visit immediately prior to and after visiting the Site, and your system information. The information gathered by these third party providers about your use of the Site may be transmitted to and stored by these third party providers. If we use these third party providers, the information collected about you by these third party providers would allow us to analyze your use of the Site and the Service.

**C. Do Not Track Requests.** Your Internet browser may allow you to adjust your browser settings so that “do not track” requests are sent to the websites that you visit. However, we will not disable tracking technology that may be active on the Site in response to any “do not track” requests that we receive from your browser.

**D. How We Use the Information We Collect.** We may use information collected from or about you for any of the following purposes:

- to manage and service your account;
- to contact you when necessary about your account or your use of our services;
- to comply with regulatory requirements for the maintenance of records;
- to send you by mail, phone, text or email, information and promotional materials about our products and services as well as our company in general;
- to send you by mail, phone, text or email, information and promotional materials from our marketing partners and other third parties;
- to deliver targeted display advertisements and offers by email;

- to help diagnose problems with our server;
- to administer our Site;
- to conduct internal reviews of our Service;
- to help us better understand visitors' uses of our Service;
- to protect the security or integrity of our Service; and
- for any other business or marketing purposes that are not inconsistent with the terms of this Privacy Statement.

We may also combine information we collect about you through the Service with other information about you that we receive from third party sources. By way of example and not limitation, we may use a change of address or other list service to ensure that our records for your account are accurate.

**E. How We Share Your Information with Third Parties.** We may share the information we collect in connection with the Service with the following third parties:

1. **Correctional Facilities and Law Enforcement:** We may share contact information you provide, or location information we collect from your computer or mobile device, with correctional facilities or other law enforcement personnel upon their request. We may also share information concerning any payment transaction completed through the Service including, without limitation, the identities of the parties contributing and receiving payment under the transaction and the amount of the payment, with correctional facilities or other law enforcement personnel upon their request.
2. **Service Providers:** We may share your information with our third party distributors, vendors, suppliers and other services providers who provide services to us or on our behalf, such as operating and supporting the Service, analyzing data, performing marketing or consulting services, assisting us with the preparation and mailing of our business and marketing communications, and with service processing and fulfillment functions. For example, we may disclose your billing information to payment processors when you add money to your account or conduct other financial transactions through the Service.
3. **Marketing Partners:** We may occasionally provide your information to marketing partners or other third parties that may then contact you with marketing and other information about products, services, or publications in which we believe you may have an interest.
4. **Third Party Analytics Providers.** We may also share your information with third parties who conduct marketing studies and data analytics. These third parties may combine your information with the information of other consumers for purposes of conducting these studies and/or analytics.
5. **Our Affiliates:** We may share some or all of your information with our parent company, subsidiaries and corporate affiliates, joint venturers, or other companies under common control with us. We will require these entities to comply with the terms of this Privacy Statement with regard to their use of your information.
6. **Transfer or Assignment in Connection with Business Transfers or Bankruptcy:** In the event of a merger, acquisition, bankruptcy or other sale of all or a portion of our assets, any user information owned or controlled by us may be one of the assets transferred to third parties. We reserve the right, as part of this type of transaction, to transfer or assign your information and other information we have collected from users of the Service to third parties. Other than to the extent ordered by a bankruptcy or other court, the use and disclosure of all transferred user

information will be subject to this Privacy Statement. However, any information you submit or that is collected after this type of transfer may be subject to a new privacy policy adopted by the successor entity.

7. **Response to Subpoenas or Court Orders or to Protect Rights and to Comply with Our Policies:** To the extent permitted by law, we will disclose your information to government authorities or third parties if: (a) required to do so by law, or in response to a subpoena or court order; (b) we believe in our sole discretion that disclosure is reasonably necessary to protect against fraud, to protect our property or other rights or those of other users of the service, third parties or the public at large; or (c) we believe that you have abused the Service by using it to attack other systems or to gain unauthorized access to any other system, to engage in spamming or otherwise to violate applicable laws or in violation of our Terms of Use. You should be aware that, following disclosure to any third party, your information may be accessible by others to the extent permitted or required by applicable law.
8. **Aggregate Information:** We may share information relating to users of the Service with affiliated or unaffiliated third parties on an anonymous, aggregate basis. While this information will not identify you personally, in some instances these third parties may be able to combine this aggregate information with other data they have about you, or that they receive from third parties, in a manner that allows them to identify you personally.

F. **How We Protect Your Information**

1. **Security Measures:** We have implemented reasonable physical, electronic, and procedural safeguards to protect the information we have collected about you through the Service from unauthorized use, misuse, disclosure, loss and alteration. You must understand, however, that we cannot guarantee the absolute security of your information, and that no networked system or Internet transmission is totally secure. We assume no responsibility or liability if any information relating to you is intercepted and/or used by an unintended recipient.
2. **Limiting Access by Our Employees:** Our employees are limited in the access they have to information about you to what is reasonably necessary to complete their responsibilities, to maintain your accounts, to complete a transaction that you authorized, to notify you of new services, or otherwise meet your needs, consistent with this Privacy Statement.
3. **Monitoring and Reporting by You:** We encourage you to help us protect your information and to keep your information accurate. Please do not disclose your social security number, your account number(s), your access code(s), or other information related to your account(s) to anyone with whom you are not familiar or would not trust with this information. We also ask that you promptly review any account statements we provide to you. If you suspect someone has made unauthorized transactions using your account, or if you believe that information about your account is not accurate, please contact our Customer Service team immediately using the information supplied through the "Contact Us" link on the Site.

G. **Correcting/Updating Your Information.** If your name, email address, mailing address, telephone number or other contact information that you provide to us changes, you may update, correct or omit the relevant information by contacting our Customer Service team using the information supplied through the "Contact Us" link on the Site.

H. **Privacy Rights of California Residents.** California Civil Code Section 1798.83, also known as the "Shine The Light" law, permits our customers who are California residents to request and obtain from us once a year, free of charge, information about the personal information (if any) we disclosed to third parties for direct marketing purposes in the preceding calendar year. If applicable, this information would include a list of the categories of personal information that was shared and the names and addresses of all third parties with which we shared information in the immediately preceding calendar year. If you are a California resident and would like to make this type of request, please submit your request in writing to: [privacy@gtl.net](mailto:privacy@gtl.net), or to Global Tel\*Link Corporation, 12021 Sunset Hills Road, Suite 100, Reston, Virginia 20190, Attn: Privacy.

I. **No Use by Children.** We regret that the Service is not available to children under the age of thirteen (13). We will never knowingly collect contact information from children under the age of thirteen (13) without verifiable parental consent. If you are under the age of thirteen (13), please do not provide us with information of any kind whatsoever. If we become aware that a user is under the age of thirteen (13) and has submitted information to the Site without verifiable parental consent, we will remove his or her information from our files. We understand that children may not fully understand all of the provisions of this Privacy Statement or make informed decisions about the choices that are made available to adult users of the Site. We encourage parents and guardians to spend time with their children online and to be familiar with the websites they visit.

J. **Use of Information Outside of Your Country of Residence.** The Service is directed to users located in the United States. If you are located outside of the United States and choose to use the Service or provide your information to us, you should be aware that we may transfer your information to the United States and process it there. The privacy laws in the United States may not be as protective as those in your jurisdiction. Your consent to this Privacy Statement followed by your submission of information to us through the Site or in connection with the Service represents your agreement to the transfer of your information to the United States.

K. **Changes to this Privacy Statement.** We will occasionally update this Privacy Statement to reflect changes in our practices and services. We will post any material changes to this Privacy Statement on the Site with a notice advising of changes. You may cancel your account within thirty (30) days following the date the revised Privacy Statement is posted by contacting our Customer Service team using the information supplied through the "Contact Us" link on the Site. If you choose to cancel your account within this thirty (30) day period, you will not be bound by the terms of the revised Privacy Statement, but you will be bound by the terms of this Privacy Statement, and we will provide you with a refund of any fees that you have paid and that have not been used in connection with the Service.

L. **Contact Us.** If you have any questions about the Privacy Statement or our use of the information we collect from you in connection with the Service, you may contact us by email at [privacy@gtl.net](mailto:privacy@gtl.net) or by postal mail at - Global Tel\*Link Corporation, 12021 Sunset Hills Road, Suite 100, Reston, Virginia 20190, Attn: Legal Department. If you have any questions regarding the Service or your account, or if you would like to cancel your account, please contact our Customer Service team using the information supplied through the "Contact Us" link on the Site.