# EXHIBIT 21E

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

ICSolutions - User Agreement



ICSolutions / Access Corrections

https://www.accesscorrections.com/index.php?p=8

Cached copy at: <a href="http://www.webcitation.org/6eGvuBrFS">http://www.webcitation.org/6eGvuBrFS</a>

## User Agreement

Note: The User Agreement below will take immediate effect for all registered CyberSuite Correctional Services Users now known as Access Corrections Users, effective March 19, 2009. Access Corrections reserves the right at its discretion to change the terms of this User Agreement with or without notice. Your continued use of the Access Corrections website, Access Secure Deposit kiosk, Access Secure Deposit by phone, Access Secure Mail or any other Access Corrections service shall constitute your explicit agreement with the then current User Agreement and any other document referenced by the User Agreement.

## **User Agreement**

This User Agreement ("Agreement") is a contract between you and Access Corrections and applies to your use of the Access Corrections inmate deposit service, secure mail and any other related services (collectively the "Service"). This Agreement affects your rights and you should read it carefully. For additional information about the Service and how it works, please consult the Access Corrections website at http://www.accesscorrections.com or contact an Access Corrections customer service representative at customerservice@accesscorrections.com or 1-866-345-1884.

#### **Notice**

By clicking "I Agree", "I Accept", or other similar text; or by submitting payment information through the Service you agree to the terms and conditions of this Agreement, the Access Corrections Privacy Policy, the Access Corrections Terms and Conditions of Use, and any documents incorporated by reference. You further agree that this Agreement forms a legally binding contract between you and Access Corrections, and that this Agreement constitutes a writing signed by you under any applicable law or regulation. Any rights not expressly granted herein are reserved by Access Corrections. This Agreement is subject to change by Access Corrections without prior notice (unless prior notice is required by law), by posting of the revised Agreement on the Access Corrections website. In this Agreement, "You", " "User" or "Customer" means any person or entity using the Service.

## **The Access Corrections Service**

An Access Corrections Secure Deposits User may send funds (the "Payment") to an Access Corrections Client (i.e. the correctional institution receiving funds on behalf of the inmate) in the United States over the Internet using a U.S. issued Visa or MasterCard credit card, or a Visa or MasterCard branded debit card (collectively "Bank Card"). Correctional facility staff has the authority to review, approve and reject all incoming payments. An Access Corrections Secure Mail User may send messages (the "Email") to an Access Corrections Client (i.e. the correctional institution receiving electronic messages on behalf of the inmate) in the United States over the Internet using a U.S. issued Visa or MasterCard credit card, or a Visa or MasterCard branded debit card (collectively "Bank Card"). Correctional facility staff has the authority to review, approve and reject all incoming messages. When required by applicable law, payments will be

reported to federal, state or local authorities. You will be required to provide Access Corrections with certain information to allow us, among other things: to verify your identity; to receive appropriate Bank Card authorization; and any other information Client shall require to send the Payment or Mail. Please refer to Access Corrections Privacy Policy for information concerning Access Corrections use of this information.

## **Facility Access**

User must agree that the correctional facility staff has the authority to review, approve and reject all incoming payments and emails delivered by Access Corrections. If facility staff deems an email inappropriate it will reject delivery of the email to the designated inmate. No refunds will be given for emails deemed inappropriate by facility staff. All users of Access Corrections must be aware that all information, including but not limited to, payment, email, name and address is accessible by facility staff for review and approval. All users of Access Corrections acknowledge that correctional facility staff has the approval to use any and all information transmitted through Access Corrections for investigative and legal purposes. Information transmitted through Access Corrections can be used and distributed by personnel involved in the correctional industry, investigative (public and private) or public safety purposes, specifically the Department of Homeland Security and any other anti-terrorist agency (collectively "Law Enforcement")

# **Oregon Department of Corrections Users**

The Oregon Department of Corrections restricts the contents of incoming and outgoing messages to inmates. Language that is sexually explicit is forbidden and will result in rejection of your message. Material that might cause a security concern or program concern is forbidden and will be rejected. Photographs displaying human genitalia or photographs capturing or promoting criminal activity will be rejected. These restrictions are based on criteria found in the Oregon Administrative Rule, Division 291-131, Rule on Mail (Inmate). You may find the Mail Rule by visiting the Oregon Department of Corrections website.

## **Fees**

In consideration for the use of the Service, you agree to pay Access Corrections a fee for each Payment or Email sent by you at the applicable rate then in effect (the "Service Fee"). The applicable Service Fee for your Payment will be provided to you prior to your final authorization of the Payment, in addition to any applicable fees for additional services. All Service Fees are non-refundable.

### **Payment**

Service Fees and the Payment amount are due and payable before Access Corrections processes the Payment or sends the Email. You must pay for the Service by Bank Card. If Access Corrections does not receive authorization from the card issuer, the Payment will not be processed and funds will not be transmitted to the Client and/or email credits will not be received. Each time you use the Service you agree that Access Corrections is authorized to charge your designated Bank Card account for the principal Payment amount, the Service Fee, and any other applicable fees. (Your agreement with your card issuer governs use of your card, and you must refer to that agreement to ascertain your rights and liabilities as a cardholder, which may include a "cash advance" fee.)

# **Disputes**

This User Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, United States of America, without regard to its conflict of law principles. Any action to enforce this User Agreement shall be brought in the federal court in the Eastern District of Missouri or the state courts located in St. Louis County, Missouri. By using the Service, you consent to the jurisdiction and venue of these courts. Except where prohibited, you agree that any and all disputes, claims and causes of action directly or indirectly arising out of the Site shall be resolved individually, without resort to any form of class action. Any claim or cause of action you may have with respect to the User Agreement must be commenced within one (1) year after the claim or cause of action arises, regardless of any law to the contrary.

#### General

If any provision of this User Agreement is held to be invalid or unenforceable, that provision shall be construed consistent with applicable law, and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe or describe the scope of such section. Our failure to enforce any provision of this User Agreement shall not constitute a waiver of that or any other provision. This User Agreement and the documents incorporated by reference, sets forth the entire agreement between you and Access Corrections in connection with your use of the Site.

## DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

THIS SITE IS PROVIDED BY Access CORRECTIONS ON AN "AS IS" AND "AS AVAILABLE" BASIS. Access CORRECTIONS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS SITE OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS OR SERVICES INCLUDED ON THIS SITE. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS SITE IS AT YOUR SOLE RISK AND THAT YOU ARE SOLELY RESPONSIBLE FOR THE ACCURACY OF THE PERSONAL AND PAYMENT INFORMATION THAT YOU PROVIDE. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, Access CORRECTIONS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Access CORRECTIONS DOES NOT WARRANT THAT THIS SITE, ITS SERVICES OR E-MAIL SENT FROM Access CORRECTIONS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

Access CORRECTIONS (AS WELL AS ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND STOCKHOLDERS) WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS SITE, ANY CREDIT CARD COMPANY'S NON-AUTHORIZATION OF A USER'S BANK CARD PAYMENT, FOR DISRUPTIONS IN SERVICE ON THIS SITE, OR FOR ERROR, DELAY OR MIS-DELIVERY OF A PAYMENT, REGARDLESS OF THE CAUSE, INCLUDING (WITHOUT LIMITATION) DIRECT, INDIRECT, INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS

APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

Help Prevent Consumer Fraud!

Are you sending money to someone you don't know or whose identity you can't verify? Are you responding to an Internet or phone offer that you aren't sure is honest? Are you sending money because you were "guaranteed" a credit card or loan?

If so, please call 1-866-345-1884 and ask an Access Corrections Call Center Representative to stop your transfer immediately.