

# EXHIBIT 211

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

*Jail ATM - Terms of Service*

**PRISON**  
POLICY INITIATIVE

## Tech Friends / JailATM

[https://deposits.jailatm.com/webdeposits/Terms\\_close.aspx](https://deposits.jailatm.com/webdeposits/Terms_close.aspx)

Cached copy at: <http://www.webcitation.org/6eIDS2iLs>

### TERMS OF AGREEMENT

By clicking "I Agree" or by submitting payment information through the JailATM™ service, I indicate that I have read, fully understand, and agree to the following terms and conditions. In consideration for the use of the JailATM™ services, I agree to pay a fee to Tech Friends, Inc. for each transaction. I authorize Tech Friends, Inc. through the JailATM™ service to charge my bank card for the transaction amount plus any associated JailATM™ service fee for each transaction I initiate.

I understand that a charge by JailATM™ will appear on my card statement.

I approve this charge to my credit card and agree to pay the total amount due according to the payment rules and regulations of the card issuer.

I understand that all transactions are subject to additional fees imposed by the correctional facility. I understand and accept that any dispute arising from these additional fees are strictly with the correctional facility and not with Tech Friends, Inc. or the services offered by this website. In any event, the JailATM™ transaction will be considered complete, accepted and final. In the case of a billing or accounting dispute with the detention facility, I agree that it is not the responsibility of the JailATM™ service or Tech Friends, Inc. NO REFUNDS WILL BE GIVEN FOR EMAIL, VIDEO VISITATION, OR GIFT PACK PURCHASES. For Commissary gift card purchases, I will refer to the Tech Friends, Inc. Commissary Refund Policy for my specific state.

I understand that certain card issuers may charge additional fees including "cash advance" fees as a result of transactions processed through this service. I understand that neither Tech Friends, Inc. or the JailATM™ service is responsible for any fees assessed by the card issuer.

I understand that any non-payment of the transaction amount will be turned over to a collection agency and litigation procedures will begin. I also understand that I am responsible for paying any JailATM™ service charges arising from pursuing payment such as collection fees, court fees, attorney fees, etc.

### COMMISSARY REFUND POLICY

**Illinois Residents Only:** If you have a complaint, first contact the customer assistance division of **Tech Friends**, Inc. by email at [support@jailatm.com](mailto:support@jailatm.com), by mail at PO Box 16480, Jonesboro, AR 72403, or by phone at 1-877-810-0914. If you still have an unresolved complaint regarding **Tech Friends**, Inc. money transmission activity, please direct your complaint to the Illinois Department of Financial & Professional Regulation by phone at 1-888-298-8089 or at

[www.idfpr.gov](http://www.idfpr.gov).

**Texas Residents Only:** If you have a complaint, first contact the customer assistance division of **Tech Friends, Inc. by phone at 1-877-810-0914**, by mail at PO Box 16480, Jonesboro, AR 72403, or by email at [support@jailatm.com](mailto:support@jailatm.com). If you still have an unresolved complaint regarding **Tech Friends, Inc.** money transmission activity, please direct your complaint to the Texas Department of Banking: In Person or U.S. mail: 2601 North Lamar Boulevard, Austin, Texas 78705-4294; Telephone Number: 1-877-276-5554; Email Address: [customer.complaints@dob.texas.gov](mailto:customer.complaints@dob.texas.gov); Website Address: [www.dob.texas.gov](http://www.dob.texas.gov).

**California Residents Only: RIGHT TO REFUND:** You, the customer, are entitled to a refund of the money to be transmitted as the result of this agreement if Tech Friends, Inc. does not forward the money received from you within 10 days of the date of its receipt, or does not give instructions committing an equivalent amount of money to the person designated by you within 10 days of the date of the receipt of the funds from you unless otherwise instructed by you. If your instructions as to when the moneys shall be forwarded or transmitted are not complied with and the money has not yet been forwarded or transmitted, you have a right to a refund of your money. If you want a refund, you must mail or deliver your written request to Tech Friends, Inc. at P.O. Box 16480, Jonesboro, AR 72403. If you do not receive your refund, you may be entitled to your money back plus a penalty of up to \$1,000 and attorney's fees pursuant to Section 2102 of the California Financial Code.

**All Other States: No Refund Policy** It is Tech Friends, Inc. policy that once the customer has completed a transaction with JailATM.com, the transaction is final, and the customer will not be allowed to ask for the refund of the price of the transaction or fee that has been processed, even if the customer is dissatisfied with the transaction. So before making the decision to complete a transaction on JailATM.com, customers are advised to read and understand this No Refund Policy. By completing your transaction on JailATM.com, you acknowledge that you have read and agree to this No Refund Policy.

**GOVERNING LAW**

I acknowledge that Tech Friends, Inc. and the JailATM™ service shall not be liable for any damages of any kind arising out of or in connection with this agreement or the JailATM™ service. I furthermore agree that any claim, dispute, or controversy between myself and Tech Friends, Inc. or the JailATM™ service shall be pursued under binding arbitration according to the Code of Procedures of the National Arbitration Forum. I agree that any arbitration hearings shall take place in the state of Arkansas and that the arbitrator(s) shall follow any applicable federal law and Arkansas State law in rendering an award. I also agree, to the extent permitted by law, that I will not bring, join, or participate in any class action or multi-plaintiff action as to any claim, dispute, or controversy that I may have against Tech Friends, Inc., its affiliates, or the JailATM™ service.

## **DISCLAIMER**

THIS SERVICE IS PROVIDED BY TECH FRIENDS, INC. ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU AGREE THAT YOUR USE OF THE JAILATM™ SERVICE IS AT YOUR SOLE RISK. TECH FRIENDS, INC. PROVIDES NO WARRANTIES, CONDITIONS, GUARANTEES OR REPRESENTATIONS AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTIES, CONDITIONS, GUARANTEES OR REPRESENTATIONS, EXPRESS OR IMPLIED, ORAL OR IN WRITING, REGARDING THE JAILATM™ SERVICE, ITS PERFORMANCE OR OTHERWISE RELATED TO THIS AGREEMENT. TECH FRIENDS, INC. AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AND STOCKHOLDERS WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE JAILATM™ SERVICE, FOR DISRUPTIONS IN SERVICE, OR FOR ERROR, DELAY, OR MISDELIVERY OF A PAYMENT, REGARDLESS OF THE CAUSE, INCLUDING (WITHOUT LIMITATION) DIRECT, INDIRECT, INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES. CONSEQUENTIAL DAMAGES.