

EXHIBIT 21L

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

JPay Terms of Service

PRISON
POLICY INITIATIVE

JPay (Accessed Jan. 3, 2016) (direct link unavailable due to Java script)

Email Terms of Service

Before you purchase postage, you must read and agree to this Email Terms of Service (“Terms of Service”) and any future amendments.

- 1. NOTICE.** JPay may amend this Terms of Service at any time by posting a revised version on our website. The revised version will be effective at the time we post it. We last modified this Terms of Service on December 16, 2015. In the event of an inconsistency between this Terms of Service and either JPay's [Payments Terms of Service](#) or the JPay [Privacy Policy](#), this Terms of Service shall control. Nothing in this Terms of Service shall be deemed to confer any third party rights or benefits.
- 2. SERVICE.** The JPay Email Service (the “Service”) allows you to send a message to an inmate at a correctional institution (any such correctional institution, the “Client”). For certain Clients, the Service allows you to include a photo or video attachment with your message for additional postage (i.e. stamps). Messages may be sent via www.JPay.com or the JPay Mobile App. To send a message and attachment, you must purchase postage with a credit card or debit card (collectively “Bank Card”). You will be required to provide JPay with certain information to allow us, among other things: to verify your identity; to verify the inmate’s identity; to receive appropriate Bank Card authorization; and any other information JPay’s Clients shall require. Please refer to JPay’s [Privacy Policy](#) for information concerning JPay's use of this information.
- 3. PROPER USE.** You agree that you are responsible for your own communications and for any consequences thereof. You agree that you will use the Service in compliance with all applicable local, state and federal laws, rules and regulations, including any laws regarding the transmission of technical data exported from your country of residence.

You are fully responsible for maintaining the confidentiality of your account information including your username and password. You agree to notify JPay of any unauthorized use of your password or account or any other breach of security. You shall not, shall not agree to, and shall not authorize or encourage any third party to: (i) use the Service to transmit any content that is unlawful, defamatory, harassing, abusive, fraudulent, obscene, or is otherwise objectionable as reasonably determined by Client; (ii) transmit any content that infringes upon another party's intellectual property rights or other proprietary, contractual or fiduciary rights or obligations; (iii) prevent others from using the Service; (iv) use the Service for any fraudulent or inappropriate purpose; or (v) act in any way that violates JPay’s policies, as may be revised from time to time. Violation of any of the foregoing may result in non-delivery of the message and/or attachment, immediate termination of your account without refund and may subject you to state and federal penalties and other legal consequences. JPay reserves the right, but shall have no obligation, to investigate your use of the Service in order to determine whether a violation of this Terms of Service has occurred or to comply with any applicable law, regulation, legal process or governmental request.
- 4. CONTENT OF THE SERVICE.** JPay and the Client reserve the right to access, read, preserve, and disclose any information as it reasonably believes is necessary to (a) detect, prevent, or otherwise address fraud or security issues (including, without limitation, the filtering of messages and attachments), (b) satisfy any applicable law, regulation, legal

process or governmental request, (c) enforce this Terms of Service, including investigation of potential violations hereof, (d) respond to user support requests, or (e) protect the rights, property or safety of JPay and its Clients. JPay will not be responsible or liable for the exercise or non-exercise of its rights under this Terms of Service. Please note that the Service should not be used by attorneys to communicate with inmates as the mail will not be treated as confidential.

- 5. INTELLECTUAL PROPERTY RIGHTS.** You acknowledge that JPay owns all right, title and interest in and to the Service, including without limitation all intellectual property rights (the "JPay Rights"), and such JPay Rights are protected by U.S. and international intellectual property laws. Accordingly, you agree that you will not copy, reproduce, alter, modify, or create derivative works from the Service. The JPay Rights include rights to (i) the Service developed and provided by JPay; and (ii) all software associated with the Service.
- 6. REFUNDS.** All postage is non-refundable. Unused postage will not be refunded. Should the Client refuse to distribute a message or attachment to an inmate, no refund or replacement postage will be given.
- 7. LIABILITY.** Under some circumstances, a Client may refuse to distribute a message or attachment to an inmate. In such cases, neither JPay nor the Client will be responsible to you. If a message is sent to an inmate who has been relocated to a community correction facility, paroled or discharged, the message may not be distributed to the inmate. In such cases, neither JPay nor the Client will be responsible to you.
- 8. TERMINATION.** You may terminate your use of the Service with or without cause at any time by providing written notice to JPay at the following address: 12864 Biscayne Blvd. #243, Miami, FL 33181 or via email at support@jpay.com. JPay may at any time and for any reason, without prior notice, terminate the Service, terminate this Terms of Service, or terminate your account. In the event of termination, your account will be disabled and you may not be granted access to your account or other content contained in your account. JPay will notify you of any such termination, which shall be effective immediately upon JPay's delivery of such notice. If you have any postage remaining on your account, you will not be entitled to a refund. Sections 3, 4, 5, 11 and 12 of this Terms of Service shall survive such termination.
- 9. EXPIRATION.** Postage does not expire.
- 10. NOTICE TO JPAY.** Notice to JPay must be sent to either: JPay Inc., 12864 Biscayne Blvd. Suite 243 Miami, FL 33181 or support@jpay.com.
- 11. GOVERNING LAW.** This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Florida, exclusive of conflict or choice of law rules.
- 12. DISPUTE RESOLUTION.**
 - a) Any dispute, claim or controversy among the parties arising out of or relating to this Agreement ("Dispute") shall be finally resolved by and through binding arbitration administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules (the "JAMS Rules"), provided that failure to adhere to any of the time limits set forth

therein shall not be a basis for challenging the award. Both the foregoing agreement of the parties to arbitrate any and all Disputes, and the results, determinations, findings, judgments and/or awards rendered through any such arbitration, shall be final and binding on the parties and may be specifically enforced by legal proceedings in any court of competent jurisdiction.

- b) The arbitration shall be conducted by three arbitrators. Each party shall select one arbitrator within 30 days of commencement of the arbitration, failing which, upon request of any party, JAMS shall appoint such arbitrator. The third arbitrator, who shall serve as Chairperson of the arbitral panel, shall be appointed by JAMS pursuant to Rule 15 of the JAMS Rules. The arbitrators must apply the terms of this arbitration agreement, including without limitation, the waiver of class-wide arbitration set forth below.
- c) The place of arbitration shall be Miami, Florida.
- d) The cost of the arbitration proceeding, including, without limitation, each party's attorneys' fees and costs, shall be borne by the unsuccessful party or, at the discretion of the arbitrators, may be prorated between the parties in such proportion as the arbitrators determine to be equitable and shall be awarded as part of the award.
- e) The arbitration provisions set forth herein, and any arbitration conducted thereunder, shall be governed exclusively by the Federal Arbitration Act, Title 9 United States Code, to the exclusion of any state or municipal law of arbitration.
- f) RESTRICTIONS ON ARBITRATION: ALL DISPUTES, REGARDLESS OF THE DATE OF ACCRUAL OF SUCH DISPUTE, SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS. YOU ARE WAIVING YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT, AND TO CERTAIN DISCOVERY AND OTHER PROCEDURES THAT ARE AVAILABLE IN A LAWSUIT. YOU AND JPAY AGREE THAT THE ARBITRATORS HAVE NO AUTHORITY TO ORDER CONSOLIDATION OR CLASS ARBITRATION OR TO CONDUCT CLASS-WIDE ARBITRATION PROCEEDINGS, AND ARE ONLY AUTHORIZED TO RESOLVE THE INDIVIDUAL DISPUTES BETWEEN YOU AND JPAY ALONE. FURTHER, YOU WILL NOT HAVE THE RIGHT TO CONSOLIDATION OR JOINDER OF INDIVIDUAL DISPUTES OR ARBITRATIONS, TO HAVE ANY DISPUTE ARBITRATED ON A CLASS ACTION BASIS, OR TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION.
- g) THE VALIDITY, EFFECT, AND ENFORCEABILITY OF THE FOREGOING WAIVER OF CLASS ACTION LAWSUIT AND CLASS-WIDE ARBITRATION, IF CHALLENGED, ARE TO BE DETERMINED SOLELY AND EXCLUSIVELY BY FEDERAL DISTRICT COURT LOCATED IN THE SOUTHERN DISTRICT OF FLORIDA OR FLORIDA STATE COURT IN MIAMI-DADE COUNTY AND NOT BY JAMS OR ANY ARBITRATOR. WITHOUT WAIVING THE RIGHT TO APPEAL SUCH DECISION, SHOULD ANY PORTION OF SECTION 12(F) BE STRICKEN FROM THIS AGREEMENT OR DEEMED OTHERWISE INVALID OR UNENFORCEABLE, THEN THIS ENTIRE SECTION 12 (OTHER THAN THIS SENTENCE) SHALL BE STRICKEN FROM THIS AGREEMENT AND INAPPLICABLE, AND ANY AND ALL DISPUTES SHALL PROCEED IN FEDERAL DISTRICT COURT LOCATED IN THE SOUTHERN DISTRICT OF FLORIDA OR FLORIDA STATE COURT IN MIAMI-DADE COUNTY AND BE DECIDED BY A JUDGE, SITTING WITHOUT A JURY, ACCORDING TO APPLICABLE COURT RULES AND PROCEDURES, AND NOT AS A CLASS ACTION LAWSUIT.

13. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY. THIS SITE AND THE SERVICES INCLUDED ON THIS SITE ARE PROVIDED BY JPAY INC. ON AN "AS IS" AND "AS AVAILABLE" BASIS. JPAY 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, JPAY DISCLAIMS ALL WARRANTIES. YOU MAY HAVE OTHER RIGHTS WHICH VARY BY JURISDICTION.