

EXHIBIT 210

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

Securus Email Specific Terms of Service

PRISON
POLICY INITIATIVE

Securus – Secure Instant Messaging specific terms

<https://sim.securustech.net/Account/TC/TC.htm>

Cached copy at: <http://www.webcitation.org/6eRF3iuHO>

1. Introduction. Please read these Terms and Conditions carefully. It contains the rules governing your access to and use of the SecurusInmateMail.com website (the "SECURUS Web Site", or the "Site") as operated by SECURUS Technologies, Inc. ("SECURUS"). If you do not accept these Terms and Conditions or if you do not meet or comply with their provisions, you may be barred from using, or denied access to, the Site.

2. Terms and Conditions are Binding. By accessing and using the Site, you agree that these Terms and Conditions as well as all related Exhibits (as they may be amended from time to time by SECURUS), form a binding agreement ("Agreement") between you and SECURUS. You further agree that you are accessing and using the Site at your own risk. This Agreement is subject to change by SECURUS without prior notice (unless prior notice is required by law) by posting the revised Agreement on the SECURUS Web Site. In this Agreement, "You," "User" or "Customer" means any person or entity using the Services (as defined below)

3. Defined Terms. The following definitions apply to this Agreement:

- (a) "SECURUS Web Site" or the "Site" means SecurusInmateMail.com in its entirety and includes the Content, Text, Graphics, Design, Programming and Service as applicable in the context.
- (b) "Account" means an account established by Friends and Family at a Facility for the Secure Instant Mail Service.
- (c) "Content" includes all Text, Graphics, Design and Programming used on the Site.
- (d) "Data" means all data or other information obtained by SECURUS, a Facility or Law Enforcement as a result of their access to, and review and analysis of, information relating to the Service.
- (e) "Design" includes the color combinations and the page layout of the Site.
- (f) "Detainee" means any individual currently incarcerated in a Facility.
- (g) "Facility" means the correctional institution in which a Detainee is currently incarcerated.
- (h) "Friends and Family" means any or all of the friends and/or family members of a Detainee that wish to use any Service.
- (i) "Graphics" means the visual presentation of material on the Site.
- (j) "Law Enforcement" shall have the meaning set forth in Section 11.2 below.
- (k) "Law Enforcement Official" shall have the meaning set forth in Section 11.3 below
- (l) "Programming" includes both client-side code (HTML, JavaScript, etc.) and server-side code (Active Server Pages, VBScript, databases, etc.) used on the Site.
- (m) "Secure Instant Mail" means the method by which Friends and Family as well as Detainees can exchange electronic communication using the Site.
- (n) "SECURUS", "we" and "our" means SECURUS Technologies, Inc.
- (o) "Service" means Secure Instant Mail.
- (p) "Text" means the written words included on the Site.
- (q) "User" means you, a Detainee and/or Law Enforcement Official(s).
- (r) "You" means the person who is agreeing to these Terms and Conditions.

4. The Secure Instant Mail Service. Friends and Family may establish an Account hereunder and may use the same for so long as they satisfy all applicable requirements, including the specific requirements of the Site, for the Secure Instant Mail Service. Friends or Family may

utilize this Service by registering for access to the Site before e-mailing an electronic communication to the Facility at which their Friend or Family member is currently a Detainee. Personnel at that Facility will access, review and analyze the contents of that communication. If these personnel find the contents of such electronic communication to be unacceptable, they will so notify the Friends and Family that sent such electronic communication and will not deliver same to the specified Detainee. If, however, the personnel at the Facility find the contents of the electronic communication to be acceptable after such review and analysis, then the communication will be delivered to the appropriate Detainee. Such Detainee will then have the opportunity to review and, if allowed by the Facility, respond to such electronic communication provided the reply has been paid for in advance by the Friend or Family member. Personnel of the Facility shall also access, review and analyze the content of the Detainee's response and either retain it (if the Law Enforcement Official believes the contents to be inappropriate) or send it to the e-mail address of the originating Friends and Family.

5. Service Fees. In consideration for the use of the Service, you agree to pay SECURUS a fee for (a) each Secure Instant Mail sent and (b) each paid message option at the applicable rates then in effect (the "Service Fee"). The applicable Service Fee(s) for your use of Secure Instant Mail will be provided on the Site. As a result, you will be able to understand the amount of the applicable Service Fees before you transmit a message. Refund and Account management fees may apply. All Service Fees are non-refundable.

6. Payment. Service Fees for the use of Secure Instant Mail or are due and payable before SECURUS provides the requested Service. Each time you use the Service, you agree that SECURUS is authorized to charge your designated account at the Issuing Bank for the Payment and any applicable Service Fees. (Your agreement with your Issuing Bank governs use of your account, and you must refer to that agreement to ascertain your rights and liabilities as an account holder.)

7. General Use Rules. The Site is intended for use by Detainees and their Friends and Family in providing communication between them prior to the expiration or termination of such Detainee's current incarceration. You may use the Site only for this lawful purpose within the stated context of SECURUS's intended and acceptable uses of the Site. SECURUS is the sole interpreter of the Site's intended and acceptable uses.

8. Right to Use by Users. As long as you comply with these Term and Conditions and use the Site only for its intended and acceptable uses, SECURUS hereby grants you a limited, terminable, non-exclusive right to access and use the Site only for your personal use in transmitting and receiving electronic communication between the Detainee and Friends and Family. In no way shall this right be construed as a license in the Site or in its constituent components, and you are not authorized to download or copy any of the materials on the Site for any reason. Your use of the Site is a privilege, not a right. SECURUS reserves the right to suspend or terminate that privilege for any reason at any time, in its sole discretion.

9. Other Specific Rules. You represent, warrant and agree that you will not use (or plan, encourage or help others to use) the Site for any purpose or in any manner that is prohibited by these Terms and Conditions or by applicable law. It is your responsibility to ensure that your use of the Site complies with these Terms and Conditions and all applicable laws.

10. Rules for Posting, Conduct and Security. You agree to comply with the "Site Rules" for conduct and security on the Site, which are attached hereto as Exhibit A.

11. Disclaimers.

11.1 No Endorsements. Nothing on the Site shall be considered an endorsement, representation or warranty with respect to, or relative to the performance of, Secure Instant Mail by any third party including any Facility.

11.2 Access by Governmental Authorities. In addition to Section 3(d), Detainees and Friends and Family acknowledge, understand and agree that the electronic communication sent via Secure Instant Mail and the Data collected in the use of this Service will be accessed, reviewed, analyzed, searched, scrutinized, rendered searchable, compiled, assembled, accumulated, stored, used, licensed, sublicensed, assigned, sold, transferred and distributed by personnel involved in the correctional industry (federal, state, county and local), investigative (public and private), penological or public safety purposes and specifically including the Department of Homeland Security and any other anti-terrorist agency (federal, state and local) (collectively, "Law Enforcement").

11.3 No Responsibility. You agree that SECURUS assumes no responsibility for the activities, omissions or other conduct of any member of Law Enforcement (a "Law Enforcement Official"). Relative to the Service, SECURUS acts solely as a portal for the online distribution and publication of electronically distributed information and has no obligation to screen communications or information in advance and is not responsible for screening or monitoring electronic communications sent via this Service. SECURUS has no liability or responsibility to Users for performance or nonperformance of the Service. SECURUS may take any action with respect to User submitted information that it deems necessary or appropriate, in its sole discretion.

11.4 WARRANTY DISCLAIMERS.

(a) THE SITE IS PROVIDED ON AN 'AS IS' BASIS WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. SECURUS, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE. SECURUS MAKES NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE SITE.

(b) Without limitation on the foregoing: (i) SECURUS DOES NOT WARRANT THAT THE SITE WILL OPERATE ERROR-FREE OR THAT THE SITE OR ITS SERVERS ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MECHANISMS. IF YOUR USE OF THE SITE RESULTS DIRECTLY OR INDIRECTLY IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, SECURUS IS NOT RESPONSIBLE FOR THOSE COSTS. (ii) SECURUS makes no representations or guarantees regarding the truthfulness, accuracy, completeness, timeliness or reliability of any electronic communication transmitted pursuant to this Service, any other form of communication engaged in by Users or the actions by Law Enforcement Officials in handling the Data. Documents implementing the Service may contain inaccuracies or typographical errors. (iii) SECURUS makes no representations or guarantees

regarding the Content of the Site, including, but not limited to, broken links, inaccuracies or typographical errors, and (iv) SECURUS makes no representations or guarantees about the ability of the Service to work properly, completely, or at all, for any given User.

12. DAMAGE LIMITATIONS, ALLOCATIONS OF LIABILITY AND EQUITABLE RELIEF.

(a) YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE, THE INTERNET GENERALLY, AND THE ELECTRONIC COMMUNICATIONS WHICH YOU INITIATE OR RECEIVE VIA THIS SITE AND FOR YOUR CONDUCT ON AND OFF THE SITE.

(b) IN NO EVENT SHALL SECURUS (OR ANY OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AFFILIATES, PARENT OR AGENTS) BE LIABLE FOR ANY NON-DIRECT DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM USE OF THE DATA BY LAW ENFORCEMENT AND/OR LAW ENFORCEMENT OFFICIALS (INCLUDING THE POSSIBLE LOSS OF LEGAL PRIVILEGE WHICH MAY ARISE AS A RESULT), LOST DATA, IMPROPERLY PROCESSED OR DELAYED FUNDING OR BUSINESS INTERRUPTION RESULTING FROM OR ARISING UNDER OR IN CONNECTION WITH THE USE OR ACCESS TO, OR THE INABILITY TO USE OR ACCESS, THE SITE WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SECURUS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(c) BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE LIMITATIONS SET FORTH IN THE PRECEDING PARAGRAPH MAY NOT APPLY TO YOU. IF ANY ARE HELD INAPPLICABLE OR UNENFORCEABLE FOR ANY REASON, THEN SECURUS'S MAXIMUM LIABILITY TO YOU FOR ANY NON-DIRECT TYPE OF DAMAGES SHALL BE LIMITED TO U.S. \$200.00 IN THE AGGREGATE.

(d) IN NO EVENT SHALL SECURUS (OR ANY OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AFFILIATES, PARENT OR AGENTS) BE LIABLE FOR ANY DIRECT DAMAGES IN EXCESS OF US\$200.00.

(e) Due to the nature of this Agreement, in addition to money damages, You agree that SECURUS will be entitled to equitable relief upon a breach of this Agreement by You.

13. Intellectual Property Rights. The Site and all right, title and interest in and to the Site (including specifically the Content) are the sole property of SECURUS or its licensors, and are protected by U.S. copyright and international treaties. Except for the limited rights expressly granted to You in these Terms and Conditions, SECURUS reserves for itself and its licensors all other right, title and interest. Without limitation on the foregoing, You may not reproduce, modify, display, sell, or distribute the Content, or use it in any other way for public or commercial purpose. This includes the terms "Secure Instant Mail" and "SECURUS" as well as the SECURUS design logo and certain other names or logos which are service marks or trademarks of SECURUS, and all related product and service names, design marks and slogans which are also the service marks or trademarks of SECURUS. In addition, the Design of the Site (including color combinations, button shapes, layout, design and all other graphical

elements) are also protected by SECURUS's trademarks, service marks and copyrights. All other product and service marks contained on the Site are the trademarks of their respective owners

14. Privacy Policy. SECURUS is committed to providing a means by which Detainees (collectively "Detainees" and individually a "Detainee") currently incarcerated in a Facility (collectively "Facilities" and individually a "Facility") may establish electronic communication with their Friends and Family pursuant to this Service. The use of Secure Instant Mail is conducted pursuant to the terms hereof. We want to provide a helpful user experience, but one where all participants understand that the contents of any and all such Secure Instant Mail as well as the information relating to the transfer of money will be accessed, reviewed, analyzed, searched, scrutinized, rendered searchable, compiled, assembled, accumulated, stored, used, licensed, sublicensed, assigned, sold, transferred and distributed by Law Enforcement. As such, you must approach your use of Secure Instant Mail without any reasonable expectation that the contents of these communications are, or will remain, private and/or protected by any legal privilege. With that background in mind, the following reflects our approach to providing the Secure Instant Mail Service, whether you are currently a Detainee or a Friend and Family member.

This Privacy Policy statement applies solely to the information we collect on this Site and does not apply to information collected in any other fashion.

14.1 Personal Information.

(a) Information about Secure Instant Mail Users.

When You sign up to use the Secure Instant Mail Service, You must provide SECURUS with certain personal information such as name, address, e-mail address, telephone number, credit card number, etc. We will use this information primarily in connection with efforts to provide the Secure Instant Mail Service. You understand, acknowledge and agree that this information may be shared with Law Enforcement, and that we may use and compile that information as part of our responsibilities to Law Enforcement. As a result, You understand, acknowledge and agree that You will not have any reasonable expectation of privacy concerning the contents of any electronic mail using this Service.

(b) Information we Collect.

(1) Website, including our registration and payment pages. This includes a) credit card sign-up page, e-mail address, your credit card number, your expiration date, your first name, your last name, your address, your city, your state, your zip code, your country, and your agreement to be bound by SECURUS's terms and conditions; and telephone invoice billing where applicable; b) the name of the person on the account, your agreement to be bound by SECURUS's terms and conditions. You are obligated to provide SECURUS with accurate and up-to-date information, and failure to provide SECURUS with such information could void any agreement between you and SECURUS.

(2) Information that we automatically receive. SECURUS receives and stores certain

information whenever You send or receive e-mail through the Service. For example, SECURUS employs “cookie” technology. We do this so that we can recognize You when You visit the Site. Additionally, we identify the numerical IP address assigned to your computer by your Internet Service Provider.

14.2 Information We Collect.

(a) If You contact us, we may keep a record of that correspondence and incorporate the information it contains into our database. Information provided by You to open a SECURUS account, such as your name, address, phone number, and credit card information may be retained in the SECURUS database. Additional information concerning each transaction, such as the amount of the transaction or Detainee information such as inmate’s ID or inmate’s last name may also be stored in the SECURUS database.

(b) Every time someone visits the Site, a log file is generated on our computer. This contains information such as the user’s IP (Internet Protocol) address, how long that user spent on the Site, and which pages of the Site they visited. We collect this information to help us diagnose problems and administer our systems, to report aggregate information to our advertisers and to audit the use of the Site (e.g. what part of the world users are connecting from, or what ISPs are being used).

(c) We do not normally link IP addresses to anything personally identifiable, which means that You remain anonymous even though we include your IP address in our aggregate information. However, we can and will attempt to use IP addresses to identify a user when we feel it is necessary to enforce compliance with this Agreement with You or to protect the Service and other users and respond to Law Enforcement. We also reserve the right to disclose your personally identifiable information as required by law and when we believe that disclosure is necessary to protect our rights and/or to comply with a judicial proceeding, court order, or legal process served on the Site.

14.3 Use and Disclosure.

(a) The personal information collected also allows us to provide users with private and secure areas to prepare a profile for their use in obtaining or transmitting electronic communications pursuant to Secure Instant Mail. You can correct or update your profile at any time by logging into the Site using your username and password in order to implement such corrections or updates. Profiles remain active and online in our database indefinitely.

(b) In order to protect all our customers from potential fraud, we verify the information You provide us with third parties. The verification process allows SECURUS to collect specific information about You in order to safeguard your personal information and any information related to a transaction. In particular, if You register a bank card with SECURUS, we will use card authorization and fraud screening services to verify that your card information and address matches the information that You supplied to SECURUS, and that the card has not been lost or stolen. Detainee information provided to us is validated against the appropriate prison inmate’s database.

(c) SECURUS shares information with companies that help us process transactions such as credit card processors. SECURUS may also disclose information that we in good faith believe is necessary to investigate fraud or illegal activity, or to conduct investigations of violations of our Agreement. SECURUS will disclose information requested by a regulatory or government authority investigating illegal activities. Similarly, we will disclose your personal information whereby our company or business assets are transferred to a third party or if we are compelled to do so by law.

14.4 How We Protect Information.

(a) SECURUS takes appropriate precautions to protect your information subject to its extensive review by Law Enforcement. We employ physical, electronic, and procedural safeguards to protect such information against unauthorized access, disclosure, alteration or destruction. SECURUS continually reviews and enhances its security system.

(b) There are areas of the Site where You may be asked to transmit credit card information in order to complete a purchase transaction or for verification purposes. Any time we ask for a credit card number, it will be transmitted in an encrypted format using industry-standard, SSL (secure socket layer) encryption.

15. Indemnity. You agree to defend, indemnify, and hold harmless SECURUS and the Facility (and their respective officers, directors, employees, affiliates and parents and agents) from and against any third party claims, actions or demands (including, without limitation, costs, damages and reasonable attorneys' fees) alleging or resulting from or in connection with your use of the Site or your breach of this Agreement. SECURUS may, but is under no legal obligation to, use reasonable efforts to provide you prompt notice of any such claim, suit, or proceeding and may, but is under no legal obligation, assist You, at your expense, in defending any such claim, suit or proceeding.

16. Release. By accessing and using the Site, You hereby release and forever discharge SECURUS, all applicable Law Enforcement Officials and the Facility from any and all liability, expense, cost or remedy which may arise as a result of your use of this Site as well as the use of the Data in the manner described in Section 11.2

17. General. SECURUS contact information is listed on the Site. SECURUS makes no claims that the Content is appropriate or may be downloaded outside of the United States. Access to the Content may not be legal by certain persons or in certain countries, and such persons have no right to access or use the Site. If you access the Site from outside of the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction. This Agreement is governed by the internal substantive laws of the State of Texas, without respect to its conflict of laws principles. Jurisdiction for any claims arising under this Agreement shall lie exclusively with the federal courts in the State of Texas. If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of all or part of a provision shall not affect the validity of the remaining parts and provisions of this Agreement, which shall remain in full force and effect. All provisions of this Agreement shall survive termination except those granting access or use to the Site, and you shall cease all your use and access thereof immediately. You may not assign or transfer your rights or obligations under this Agreement. No waiver of any term of this Agreement shall be deemed a further or

continuing waiver of such term or any other term

EXHIBIT A

(A) You are responsible for maintaining the confidentiality of your registration and password. You are responsible for all uses of your registration, whether or not authorized by you. If others use your password to use the Site in an inappropriate manner, You risk losing your access to the Site. You agree to notify SECURUS immediately of any unauthorized use of your registration and password.

(b) SECURUS is under no obligation to monitor the conduct of its Users, but it may investigate and respond when violations are reported.

(c) Users are prohibited from violating or attempting to violate the security of the Site, including, without limitation: (i) accessing data not intended for such User or logging into a server or account which the User is not authorized to access; (ii) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (iii) attempting to interfere with service to any User, host or network, including, without limitation, via means of submitting a virus to the Site, overloading, "flooding", "mail bombing" or "crashing"; (iv) sending unsolicited e-mail, including promotions and/or advertising of products or services; or (v) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting. Violations of system or network security may result in civil or criminal liability.

(d) Violation of these Rules may result in civil or criminal liability. SECURUS will investigate occurrences which may involve such violations and may involve, and cooperate with, Law Enforcement in prosecuting Users who are involved in such violations