

EXHIBIT 21P

You've Got Mail:

The promise of cyber communication in prisons and need for regulation

Securus Terms of Service

PRISON
POLICY INITIATIVE

Securus – general terms

<https://securustech.net/web/securus/terms-and-conditions>

Cached copy at: <http://www.webcitation.org/6eH11iSLj>

GENERAL TERMS AND CONDITIONS INCLUDING PRIVACY POLICY, PRODUCT TERMS AND CONDITIONS, AND MOBILE TERMS AND CONDITIONS

- [General Terms and Conditions](#)
- [Privacy Policy](#)
- [Product Terms and Conditions](#)
- [Mobile Terms and Conditions](#)

The following General Terms and Conditions apply to all products and services provided by Securus Technologies, Inc. ("Securus", "we", "our" and "us"). Securus, through our website and otherwise, offers a wide variety of products and services to the correctional industry, including inmates and their friends and families, and to law enforcement. The term "you" or "your" includes anyone who uses or purchases the products or services that Securus offers.

YOU MUST READ THESE TERMS CAREFULLY. By accessing or using our website or Securus products or services, or by purchasing Securus products or services, you agree to comply with the terms and conditions set forth herein. Specific products and services available through our website or otherwise have their own terms and conditions that apply to your purchase and use thereof, including features, pricing and so forth. You agree to carefully and thoroughly review our website and understand the terms and conditions regarding said products and services, and you agree to be bound to commitments you make to Securus in exchange for your use or purchase thereof.

By clicking accept, you confirm that you have read and understand these general terms and conditions, including privacy policy, and that you accept, and agree to comply with, adhere to and be bound by, said terms and conditions, including privacy policy. Further, by clicking accept you consent to receive periodic email communications from us, including marketing communications relating to our products and services. If at any time you would like to cease receiving such emails, please follow the opt-out process that is provided near the bottom of each such email.

1. AUTHORITY

When you provide information to us in connection with purchasing or using our products or services, you agree to do so only under proper authority, including but not limited to your agreement that credit card numbers you may provide us are ones for which you have proper authority to incur charges. Our website is intended for use by adults.

2. CHANGES TO THE TERMS AND CONDITIONS OR TO OUR WEBSITE

In the absence of prior notification requirements, Securus may change or modify these terms, or the terms of our unique products and services, from time-to-time without notice other than posting the amended terms on our website. The amended terms will automatically be effective when so posted, and your continued use of our website after any changes in these terms shall constitute your consent to such changes. Securus reserves the right to change, modify or discontinue, temporarily or permanently, our website (or any portion thereof), including any and all content contained on our website, at any time without notice. You agree that Securus shall not be liable to you or to any third party for any modification, suspension or discontinuance of our website (or any portion thereof).

3. REGISTRATION, PASSWORD AND SECURITY

Whenever you provide us information on our website, you agree to: (a) provide true, accurate, current and complete information and (b) as necessary, maintain and promptly update such information to keep it true, accurate, current and complete. If you provide any information that is, or that we have reasonable grounds to suspect is, untrue, inaccurate, not current or incomplete, Securus may without

notice suspend or terminate your access to our products or services or our website and refuse any and all current or future use of our products or services or our website (or any portion thereof).

If any portion of our website requires you to register or open an account you may also be asked to choose a password and a user name. Please select a password that would not be obvious to someone trying to guess your password, and change it regularly as an added precaution. You are responsible for maintaining the confidentiality of the password and account, and you are fully responsible for all activities that occur under your password or account identification. You agree to immediately notify Securus of any unauthorized use of your password or account or any other breach of security. Without limiting any rights which Securus may otherwise have, Securus reserves the right to take any and all action, as it deems necessary or reasonable, to ensure the security of our website and your account, including without limitation terminating your account, changing your password, or requesting additional information to authorize transactions on your account. Notwithstanding the above, Securus may rely on the authority of anyone accessing your account or using your password and in no event and under no circumstances shall Securus be held liable to you for any liabilities or damages resulting from or arising out of (i) any action or inaction of Securus under this provision, (ii) any compromise of the confidentiality of your account or password and (iii) any unauthorized access to your account or use of your password. You may not use anyone else's account at any time, without the permission of the account holder.

The security of your personally identifying information is important to us. While there is no such thing as "perfect security" on the Internet, we will take reasonable steps to help ensure the safety of your personally identifying information. However, you understand and agree that such steps do not guarantee that use of our website is invulnerable to all security breaches, and that Securus makes no warranty, guarantee, or representation that use of any of our website is protected from viruses, security threats or other vulnerabilities.

4. INTELLECTUAL PROPERTY RIGHTS

The Securus website, and any and all products and services offered thereunder and otherwise by Securus, and all right, title and interest in and to the products and services (including but not limited to the content of, and the products and services described in, our website) 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 herein, 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 herein, or the products and services described herein, or use them in any other way for public or commercial purpose. This includes any products or services with the "Securus" name, 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 our website (including color combinations, button shapes, layout, design and all other graphical elements) are also protected by Securus' trademarks, service marks and copyrights. Any and all third party product and service marks contained on our website are the trademarks of their respective owners.

5. THIRD-PARTY PRODUCTS AND SERVICES

Parties other than Securus may offer and provide products and services on or through our website. Except for Securus-branded information, products or services that are identified as being supplied by Securus, Securus does not operate, control, or endorse any information, products, or services on other websites or accessible through our website in any way. Securus is not responsible for examining or evaluating, and Securus does not warrant the offerings of, any other businesses or individuals or the content of their websites. Securus does not assume any responsibility or liability for the actions, product, and content of any other third parties except as may otherwise be agreed by contract with said third parties, if any. You should carefully review their privacy statements and other conditions of use.

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6. PRODUCT AND SERVICE INFORMATION

Securus does not warrant that information, graphic depictions, product and service descriptions or other content of our website is accurate, complete, reliable, updated, current, or error-free. Despite our efforts, it is possible that a price for a product or service offered on our website may be inaccurate or the product or service description may contain an inaccuracy. In the event Securus determines that a product or service contains an inaccurate price or description, Securus reserves the right to take any action it deems reasonable and necessary, in its sole discretion, to rectify the error, including without limitation canceling your order, unless prohibited by law. Securus may make improvements or changes to any of our products or services, to our website, or otherwise, at any time without notice. You agree to notify Securus immediately if you become aware of any pricing or descriptive errors or inconsistencies with any products or services you order through our website and to comply with any corrective action taken by Securus.

7. WEBSITE SECURITY

Violating the security of our website is prohibited and may result in criminal and civil liability. Securus may investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected. Examples of security violations include, without limitation, unauthorized access to or use of data or systems including any attempt to probe, scan, or test the vulnerability of our website or to breach security or authentication measures, unauthorized monitoring of data or traffic, interference with service to any user, host, or network including, without limitation, mail bombing, news bombing, other flooding techniques, deliberate attempts to overload a system, forging any TCP-IP packet header, e-mail header, or any part of a message header, except for the authorized use of aliases or anonymous re-mailers, and using manual or electronic means to avoid any use limitations.

8. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

A) YOUR USE OF OUR WEBSITE, INCLUDING ANY CONTENT OR INFORMATION CONTAINED HEREIN, ANY WEBSITE-RELATED PRODUCT OR SERVICE THAT IS PROVIDED TO YOU, IS AT YOUR SOLE RISK. OUR WEBSITE, INCLUDING ANY CONTENT, SOFTWARE OR INFORMATION CONTAINED WITHIN OUR WEBSITE AND ANY WEBSITE-RELATED SERVICE, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SECURUS AND ITS SUPPLIERS, LICENSORS, AND OTHER RELATED PARTIES, AND THEIR RESPECTIVE OFFICERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY OF DATA AND NON-INFRINGEMENT. BECAUSE SOME JURISDICTIONS MAY NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THESE EXCLUSIONS MAY NOT APPLY TO YOU.

B) SECURUS AND ANY CO-BRANDERS, SUPPLIERS, LICENSORS, AND OTHER RELATED PARTIES, AND THEIR RESPECTIVE OFFICERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES MAKE NO WARRANTY THAT (i) OUR WEBSITE WILL MEET YOUR REQUIREMENTS, (ii) MATERIALS, SOFTWARE OR CONTENT AVAILABLE FOR DOWNLOAD FROM OUR WEBSITE ARE FREE OF INFECTION OR VIRUSES, WORMS, TROJAN HORSES, OR OTHER CODE THAT MANIFESTS CONTAMINATING OR DESTRUCTIVE PROPERTIES; (iii) OUR WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE (INCLUDING FREE FROM

UNAUTHORIZED ACCESS), PROVIDE CONTINUOUS STORAGE OR ACCESS, OR ERROR-FREE, (iv) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF OUR WEBSITE WILL BE ACCURATE, COMPLETE OR RELIABLE, (v) THE QUALITY OF ANY PRODUCTS, SERVICES, SOFTWARE, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH OUR WEBSITE WILL MEET YOUR EXPECTATIONS, AND (vi) ANY ERRORS IN OUR WEBSITE OR SOFTWARE WILL BE CORRECTED.

C) ANY MATERIAL DOWNLOADED, UPLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR WEBSITE OR SOFTWARE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR BUSINESS OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR UPLOAD OF ANY SUCH MATERIAL OR THE USE OF OUR WEBSITE OR OUR SOFTWARE.

D) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SECURUS OR THROUGH OR FROM OUR WEBSITE SHALL CREATE ANY WARRANTY. ADVICE OR INFORMATION RECEIVED BY MEANS OF OUR WEBSITE SHOULD NOT BE RELIED UPON FOR SIGNIFICANT PERSONAL, BUSINESS, MEDICAL, LEGAL OR FINANCIAL DECISIONS AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR PARTICULAR SITUATION.

9. LIMITATION OF LIABILITY

IN NO EVENT SHALL SECURUS, ITS EMPLOYEES, OFFICERS, REPRESENTATIVES, SERVICE PROVIDERS, SUPPLIERS, LICENSORS, AND AGENTS BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH (i) THE USE OR INABILITY TO USE OUR WEBSITE OR THE CONTENT, MATERIALS, SOFTWARE, INFORMATION OR TRANSACTIONS PROVIDED ON OR THROUGH OUR WEBSITE, OR (ii) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN OUR WEBSITE OR THE CONTENT, MATERIALS, SOFTWARE, INFORMATION, PRODUCTS, OR SERVICES ON OR AVAILABLE THROUGH OUR WEBSITE, (iii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM OUR WEBSITE; (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (v) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OUR WEBSITE; (vi) THE DELAY OR FAILURE IN PERFORMANCE RESULTING FROM AN ACT OF FORCE MAJEURE, INCLUDING WITHOUT LIMITATION, ACTS OF GOD, NATURAL DISASTERS, COMMUNICATIONS FAILURE, GOVERNMENTAL ACTIONS, WARS, STRIKES, LABOR DISPUTES, RIOTS, SHORTAGES OF LABOR OR MATERIALS, VANDALISM, TERRORISM, NON-PERFORMANCE OF THIRD PARTIES OR ANY REASONS BEYOND THEIR REASONABLE CONTROL; OR (vii) ANY OTHER MATTER RELATING TO OUR WEBSITE, EVEN IF SECURUS OR ITS AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH OUR WEBSITE AND/OR WEBSITE-RELATED SERVICES IS TO STOP USING OUR WEBSITE AND/OR THOSE SERVICES.

APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OF LIABILITY, IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES SET FORTH ABOVE, SO THIS LIMITATION OF LIABILITY MAY NOT APPLY TO YOU. IF ANY PART OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF SECURUS UNDER SUCH CIRCUMSTANCES FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100).

SECURUS VIDEO VISITATION SERVICE IS PROVIDED ON AN 'AS IS, AS AVAILABLE' 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. WITHOUT LIMITATION ON THE FOREGOING: (i) SECURUS DOES NOT WARRANT THAT THE SITE OR SERVICE WILL OPERATE ERROR-FREE OR THAT THE SITE, THE SERVICE, 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 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 OUR WEBSITE, 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.

10. INDEMNIFICATION

You agree to indemnify, defend and hold harmless Securus Technologies, Inc., and its officers, agents, assigns and employees, from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, made by any third-party due to or arising out of the use of your connection to our website, our products and services, your violation of these terms, or your violation of any law or the rights of another. These obligations will survive any termination of your relationship with Securus or your use of our website. Securus reserves the right to assume the defense and control of any matter subject to indemnification by you, in which event you will cooperate with Securus in asserting any available defenses.

11. TERMINATION/SUSPENSION

You agree that Securus may immediately and without notice terminate or suspend your account, your access to our products or services, or your access to all or any part of our website. You agree that Securus may immediately and without notice change your password. Cause for such termination, suspension or change shall include, but not be limited to, (a) breaches or violations of these terms or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated account deletions), (d) discontinuance or material modification to our website (or any part thereof,) (e) unexpected technical or security issues or problems, (f) extended periods of inactivity, and/or (g) engagement by you in fraudulent or illegal activities. Termination of your account includes (or, if Securus elects instead to suspend your account, may include any one or more of the following) (a) removal of access to all offerings within our website, (b) deletion of your password and all related information, files and other content associated with or inside your account (or any part thereof) and (c) barring of further use of our website. You agree that all terminations and suspensions for cause shall be made in Securus' sole discretion and that Securus shall not be liable to you or any third party for any termination or suspension of your account, loss of storage, any associated e-mail address, or access to our website. Further, Securus reserves the right, to immediately terminate or suspend your account, any associated e-mail address, and access to our website at any time for any reason and without notice to you in its sole discretion.

12. MISCELLANEOUS

Securus' failure to exercise or enforce any right or provision of these terms shall not constitute a waiver of such right or provision. If any provision of these terms shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the terms and shall not

affect the validity and enforceability of any remaining provisions. These terms shall be governed and construed in accordance with the laws of the State of Texas applicable to agreements made and to be performed in Texas. You agree that any legal action or proceeding between Securus and you for any purpose concerning these terms or the parties' obligations hereunder shall be brought exclusively in a federal or state court of competent jurisdiction sitting in Texas. Neither the course of conduct and/or course of dealing between the parties nor trade practice shall act to modify any provision of this Agreement. Securus may assign its rights and duties under this Agreement to any party at any time without notice to you. Your rights and duties under these terms are not assignable by you without written consent of Securus. These terms do not provide any third party with a remedy, claim, or right of reimbursement. You must file any claim or suit related to our website within one year after it arises.

To protect customers against credit card fraud and unauthorized account use, Securus has procedures in place to review high volume transactions within a short period of time. To assure high use account activity is authorized, on occasion an account may be blocked to prevent the customer from credit card fraud or unauthorized use. Customers may trigger the company's blocking procedure, depending on the frequency, number, and amount of transactions.

13. PRIVACY POLICY

This privacy policy describes how Securus uses and protects the information we collect about you, our customers and the users of our products and services. Any and all purchases or users of Securus products and services, as well as visitors to our website, are subject to this privacy policy.

A) What information do we collect?

We collect information from you when you open an account or register for online account access. You may be asked, whether by a live agent, computer, telephone, mobile device or otherwise, to provide your name, date of birth, social security number, e-mail address, mailing address and phone number. You may be asked to provide a credit card number and associated information.

B) What do we use your information for?

Any of the information we collect from you may be used in one of the following ways:

- 1) To process transactions and manage your account (your information, whether public or private, will not be sold, exchanged, transferred, or given to any other company for any reason whatsoever, without your consent, other than for the express purpose of delivering the purchased product or service requested);
- 2) To send you periodic e-mails (the e-mail address you provide may be used to send you information and updates pertaining to your order, services, balances or account status as well as occasional Securus news, updates, and related product or service information, etc.);
- 3) To personalize your experience (your information helps us to better respond to your individual needs);
- 4) To improve customer service (your information helps us to more effectively respond to your customer service requests and support needs);

C) How do we protect your information?

We implement a variety of security measures to maintain the safety of your personal information when you open an account or otherwise provide, enter, submit, or access your personal information. We offer the use of a secure server. All sensitive/credit information you supply is transmitted via Secure Socket Layer (SSL) technology and encrypted into our payment gateway provider's database. There, it is accessible only by those employees and agents with special access authorization rights who are required to keep the information strictly confidential. Upon completion of a transaction, your private information (credit cards or debit card number, bank routing or checking account numbers, etc.) will

not be stored on our servers.

D) Do we use cookies?

Yes. Securus uses cookies in two limited contexts, both for the sole purpose of assisting you in the use of your account. Cookies are used when a user enables either of these two features: 1) choosing to view the full site when accessing our website via a mobile device; or 2) choosing to have the website remember your information when logging into our website. The first type of cookie lasts only for the duration of the browsing session; the second type lasts for one year, and can be disabled or enabled as you select. By using our website, you consent to our use of cookies. More details regarding cookies in the context of Securus' video offerings is described below.

E) Do we disclose any information to outside parties?

We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information, with the exception of trusted third parties who assist us in operating our website, conducting our business, or providing service to your account, so long as those parties agree to keep this information confidential or use it only in the same manner we do. We may also release your information as required by law, to enforce our website policies, or protect our or others rights, property, or safety.

F) Third party links

Occasionally, at our discretion, we may include or offer third party products or services on our website. These third party sites have separate and independent privacy policies. We have no responsibility or liability for the content and activities of these linked sites. Nonetheless, we seek to protect the integrity of our site and welcome any feedback about these sites.

G) Information used in connection with and in support of law enforcement activities

When provided with a warrant or other lawful order, and when in possession of information about you, we will assist law enforcement in the conduct of its affairs. Law enforcement, by purchasing and using our services and accessing our website, shall act in accordance in all legal authorities.

H) Our Privacy Policies with respect to Securus Video Visitation

Our Privacy Policies with respect to Securus Video Visitation (SVV) are set forth in more detail below.

I) Changes to our Privacy Policy

If we decide to change our privacy policy, we will post those changes on this page, and we reserve the right to do so at our discretion. Any changes shall take effect immediately unless otherwise required by law. We will notify you of changes in advance in cases required by law.

13. Part II. ADDITIONAL PRIVACY POLICIES IN REGARD TO THE SECURUS VIDEO VISITATION (SVV) PRODUCT

In addition to the terms set forth above, the following shall also apply to purchases or users of Securus' Video Visitation (SVV):

J) Access by Governmental Authorities

Purchasers and users acknowledge, understand and agree that the SVV session and the data collected in the use of SVV 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").

K) 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 SVV, 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.

L) General

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 the user pursuant to this Service. The use of SVV 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 SVV as well as the information relating to the transfer of money may 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 SVV 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 SVV Service, whether you are currently a Detainee or a user.

M) Personal Information About Securus Video Visitation Users

When you sign up to use the SVV 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 SVV 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 an expectation of privacy concerning the contents of any Account information.

N) Information that we automatically receive

In addition to the information you provide to us when you establish your SVV account, Securus receives and stores certain information whenever you participate in SVV. For example, and as noted above, Securus uses cookies. We do this so that we can recognize you when you visit our website. Additionally, we identify the numerical IP address assigned to your computer by your Internet Service Provider. By using our website, you consent to our use of cookies.

O) Use and Disclosure

The personal information collected also allows us to provide users with private and secure areas to prepare a profile for their use of the SVV. You can correct or update your profile at any time by logging into our website using your username and password in order to implement such corrections or updates. 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.

P) Release

By accessing and using our website, 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 our website as well as the use of the Data in the manner described above

Q) Recording

You agree and understand that Video Visitation sessions may be recorded and monitored without prior notification. Some user types, as defined by the Facilities, will not be subject to recording and monitoring.