# EXHIBIT 21Q

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

Smart Deposit - Terms of Service



Prevatek/SmartDeposit
<a href="http://smartdeposit.com/TermsConditions.aspx">http://smartdeposit.com/TermsConditions.aspx</a>
Cached copy at: http://www.webcitation.org/6eH0QozLo

#### Terms & Conditions

Welcome to Smart Deposit<sup>tm</sup>. Smart Deposit<sup>tm</sup> allows you to send money to a friend or loved one at any of our participating facilities. The Smart Deposit<sup>tm</sup> software and other technology services are powered by Prevatek Development LLC ("Prevatek"). Your payment transaction is processed by Prevatek's affiliate, Swanson Services Corporation, a money transmitter registered with the federal government and licensed by state banking departments. Prevatek solely provides technology services and does not receive or transmit funds to the correctional facility or inmate that you select through the Smart Deposit<sup>tm</sup> system.

Accessing or using any features of Smart Deposit<sup>tm</sup> constitutes your agreement to follow and be bound by these "Terms and Conditions". We reserve the right to modify these Terms and Conditions at any time without prior notice to you. We recommend that you read and understand these Terms and Conditions carefully each time you use Smart Deposit<sup>tm</sup>. The Terms and Conditions apply to your use of Smart Deposit<sup>tm</sup> via kiosks, Smart Deposit<sup>tm</sup> on <a href="https://www.mycarepack.com">www.mycarepack.com</a>, the SmartDeposit.com web site, telephonic services or any other related services (collectively, the "Services").

### **Use of this Site**

By clicking "Accept", or similar text, or completing any form of transaction through the Services, you explicitly agree to the terms and conditions of this agreement. If you are unwilling to be bound by these Terms and Conditions, you should not access or use these Services. This agreement forms a legally binding contract between you and Prevatek and Swanson.

## **Smart Mail Disclosure**

All mail messages will be reviewed prior to delivery and approved or rejected by facility staff. Mail messages are stored in a secure location and are subject to review in the future for investigative purposes.

### **Content and Disclosure Information**

Through Smart Deposit and associated Services, you may send funds (payments) to a recipient for their use to purchase commissary products, or other purposes. Funds are received and held by correctional facilities on behalf of the inmate recipient. When requested by legal authorities, those funds will be reported to federal, state or local authorities. When processing your transaction, you will be required to provide certain information to allow us to verify your identity and process your money transfer transactions. Please see the "MyCarePack.com<sup>tm</sup> Privacy Policy" and "Smart Deposit<sup>tm</sup> Privacy Policy" for our policies regarding the protection of your personal data. By accepting the Terms and Conditions, you acknowledge that upon initiating a transaction with Swanson and the Smart Deposit<sup>tm</sup> system you relinquish any ownership of those funds and understand and agree that the money is received from you and transferred by Swanson to the selected correctional facility for the benefit of the designated inmate recipient. All funds transmitted to a facility for the benefit of an inmate recipient are subject to the applicable rules and restrictions of the correctional facility.

# **Fees and Obligations**

Through the use of Smart Deposit<sup>tm</sup>, you understand and agree that certain fees will be charged to you with regard to the Services ("Service Fee"). The Service Fee will be added to your transaction amount and will be clearly identified as part of your transaction. Please note that all

Service Fees are non-refundable. In certain cases, an inmate recipient may have outstanding obligations (debts) payable to the correctional facility in which he or she is housed. The money you designate to be placed for the benefit of any inmate recipient's account at the facility may be applied by the facility to the recipient's outstanding obligations prior to the money being available for his or her benefit. By initiating any transaction whether by internet, telephone or kiosk, you acknowledge that neither Prevatek nor Swanson have any control over or responsibility for the funds once transmitted to the facility or the management of an inmate recipient's obligations.

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