

Agreement for CorrLinks Terms and Conditions of Service

Welcome to CorrLinks, a service provided by Advanced Technologies Group, LLC ("ATG"). By using this service, you accept the terms and conditions of this Agreement, and all other documents referenced herein. Please read this Agreement carefully. This Agreement for CorrLinks Terms and Conditions of Service may be changed from time to time and will become effective as soon as they are posted; the website will show current terms and conditions. Your use of CorrLinks shall constitute your explicit agreement with the Terms and Conditions of this service and that this Agreement is a binding contract between you and ATG. ATG makes no representation or warranties of any kind, either written or implied, as to the services provided. This Agreement has been made in, and will be construed in accordance with the laws of the State of Iowa. By using CorrLinks services, you consent to the exclusive jurisdiction and venue of the state and federal courts in Des Moines, Iowa in all disputes arising out of or relating to this Agreement or CorrLinks services. This Agreement was last modified on March 15, 2017.

Services Provided

The CorrLinks services provided by ATG are per agreements between ATG and correctional agencies ("Agency" or "Agencies") permitting ATG to provide services to the Agency including, but not limited to, e-message delivery and gift boxes intended for personal use by family members and friends of individuals incarcerated in institutions which have authorized use of CorrLinks. The CorrLinks system is not intended for use by any commercial services. Using CorrLinks to provide message forwarding, information services, or any other commercial services is expressly prohibited.

Each Agency determines which CorrLinks services are authorized for an institution, group of inmates or even a particular inmate. New services are only added via agreements with Agencies and at the discretion of the Agencies.

Services are provided to you as-is. You understand that there may be delays, omissions, interruptions, inaccuracies and/or other problems with the website and services provided. ATG and its affiliates, agents and licensors cannot and do not warrant the merchantability or fitness for a particular purpose of the website or services available. Under no circumstances will ATG or its affiliates, agents or licensors be liable to you or any third parties for any damages arising out of your use of these services, including without limitation, consequential, special, incidental, indirect, punitive, exemplary or other damages of any kind. **You agree that the liability of ATG and its affiliates, agents and licensors, if any, arising out of any kind of legal claim relating to the services provided by ATG shall not exceed the amount you paid, if any, for the use of the services out of which such liability allegedly arises.**

Service Fees

Each CorrLinks service is provided for free or a nominal Service Fee which is specific to each service and each Agency. Each Service Fee is displayed at the time of the transaction request. There is no charge for CorrLinks services associated with communications with inmates housed in Federal Bureau of Prisons (FBOP) institutions.

You must fund your CorrLinks account, via a credit card payment, prior to use of CorrLinks for-fee services. A convenience fee is charged by the credit card processor at the time of each transaction. All fees are in US Dollars.

In the event a credit card charge is challenged, disputed, or rejected, the corresponding CorrLinks account will be immediately debited for the amount challenged, disputed, or rejected, plus a nonrefundable \$25 Service Fee to investigate the challenged, disputed, or rejected credit card charge. If the challenged, disputed, or rejected amount is subsequently resolved in the cardholder's favor, the CorrLinks account will be credited for the disputed amount minus the Service Fee.

All Services Fees are non-refundable.

Refunds

A CorrLinks user may request a refund of the remaining balance to the credit card used for the most recent transaction and will be required to confirm the last 4 digits of the credit card used, the last amount transacted and their password. Upon confirmation, the remaining balance will be credited to the credit card and the account canceled.

Delivery of Messages

Messages are received by the CorrLinks service on behalf of the Agency responsible for the custody of the particular inmate. ATG is responsible for delivery of messages to the Agency; once the message has been made available to the Agency, ATG has successfully and fully completed its obligation. Agencies have published policies governing correspondence that they will deliver to inmates. Messages an Agency decides not to deliver to an inmate are not refundable to the sender and no information is available to CorrLinks support staff about specific rejections or the reason(s) for the rejection.

Only a select number of Agencies allow members of the public to send an inmate photographs via CorrLinks. Only, if the subscribed inmate resides at such an institution, the option to send a photo will be visible.

Delivery of Packages

Packages or goods purchased via the CorrLinks service for delivery to an inmate for any purpose may be rejected by the correctional Agency with custody over the inmate for a variety of reasons outside the control and knowledge of CorrLinks and ATG. A delivery cancellation button is available until an order is processed. Once an order is processed, no refunds are available even if an Agency rejects the delivery. CorrLinks has successfully and fully completed its obligation, once the goods have been delivered to the correctional Agency.

Passwords and Account Access

To obtain access to services you will be given an opportunity to register with CorrLinks. You agree that the information you supply during that registration process will be accurate and complete and that you will not register under the name of, nor attempt to enter the service under the name of, another person. You are responsible for maintaining the confidentiality of your account information, including your password, and for all activity that occurs under your account. You agree to notify ATG immediately of any unauthorized use of your account or password, or any other breach of security. You may be held liable for losses incurred by ATG or any other user of the CorrLinks service due to someone else using your password or customer account. You may not use anyone else's password or customer account at any time. You may not attempt to gain unauthorized access to the site. You are not authorized to use any automatic device, program, algorithm, system or manual process to access, acquire, copy, scan, probe, test or monitor any portion of the CorrLinks services, or in any way reproduce or circumvent the navigational structure or presentation of the site through any means not purposely or specifically made available through the site. The site employs multiple methods to protect itself from access by automated systems. CorrLinks retains the right to limit access using a variety of metrics including, but not limited to, a maximum allowable number of daily logins, messages, or notifications for a given account, device or address.

ATG retains the sole discretion to terminate your access to the site and its services at any time, for any reason. If we terminate your account, a refund of any remaining balance will be provided less the refund Service Fee.

Alternative methods of accessing CorrLinks

In addition to the CorrLinks website and CorrLinks mobile site, users can access messaging services by upgrading to a CorrLinks Premier Account which offers access via native smartphone apps (Android or iOS), or by signing up for the CorrLinks text messaging service which has a preset fee. These fees are in addition to the cost of sending a message to an inmate at the particular Agency. Irrespective of the mode of sending/receiving messages, all of each respective Agency's rules governing delivery of messages to inmates shall apply.

Monitoring

CorrLinks service staff may access content on the service, including any messages sent or received via the service. All information and content about messages sent and received using CorrLinks are accessible for review and/or download by each respective Agency or their assignees responsible for a particular inmate. By using CorrLinks services you warrant and represent that you are at least eighteen years of age, and expressly agree to the monitoring and review of all messages sent and received via the CorrLinks service by CorrLinks staff, and the applicable correctional Agency and its staff, contractors, and agents.