

Terms and Conditions of Service

1. Introduction

Terms and Conditions of Service, hereinafter referred to as ("Agreement" "terms") constitute the entire Agreement between Inmate Call Savings, hereinafter referred to as ("ICS" "we" "us" or "our"). By signing up you acknowledge having read and accepted the terms and conditions provided herein. It is the Subscriber's responsibility to review the terms clearly posted on the company website and stay aware of any changes made.

Inmate Call savings does not use paper for "statements" or "Terms and Conditions of Service". Our terms are permanently posted on our website; however we may on occasion opt to email or post mail the terms and conditions to our customer base. We reserve the right to modify this Agreement at any time. Such modifications shall be effective upon posting on our website. By subscribing to the "Service", including any such future modifications, Subscriber agrees to be bound by this and any subsequent revised Agreement posted on our website at <http://inmatecallsavings.com/terms&conditions.html>

2. Agreement

The entire Agreement between Inmate Call Saving (ICS)

By subscribing to this service as a Subscriber it is understood that ICS will act on your behalf and purchase/obtain a local telephone number for the facility which the inmate is located.

Accordingly the Subscriber is required to setup and maintain an account with the provider of the phone for the selected facility. Without a prepaid account our service is not available for use. The local number provided saves long distance charges which would normally be charged if the present number is long distance. (Exception: Federal facilities do not use pre-paid providers)

If the number provided is already local to the facility, our service will not save you money.

3. Service

If a correctional facility denies use of any service offered by Inmate Call Savings, it is the responsibility of subscriber to file a complaint with the Federal Communications Commission against said correctional facility as well as a complaint to that state public utilities/service commission. The Subscriber should cite the Telecom Act of 1996 section 47 USCS 253(a) which gives subscriber the RIGHT to use the telecommunications company of their choice for service.

If the facility does not allow use of this standard telephone number, it is not the fault of Inmate Call Savings. Our company complies with all regulations to issue working telecom services and neither the facility nor the facilities phone provider are affiliated with this company.

4. Refund Policy

By agreeing to the terms and conditions, it is understood that you have read and understand the refund and cancellation policy.

http://inmatecallsavings.com/refund_policy.html

Refunds are granted at the full discretion of ICS and have the right to deny any and all refunds. Active accounts should be cancelled prior to next monthly billing date so they will not be charged the next month's monthly service.

Accounts cancelled before they are activated may be refunded the subscription fees. Once the local number has been activated, there will be no refund. Inmate Call Savings acquires your local number based on the length of service our customers select, bringing you the lowest cost solution. We cannot issue a partial refund for unused months of service. All setup fees, secondary line charges, service charges, & transfer charges are nonrefundable. In order to cancel a subscription, the account holder must login to their account to verify themselves and request cancellation from the subscriptions management console. For administration purposes, up to 5 business days should be allowed from the time this cancellation request is provided, to when the account cancellation occurs. If you cancel your account your final months billing will not be prorated. Your account will be canceled at the end of your of your billing cycle and your bank card will NOT be billed again.

To claim your refund, please contact us within 6 months from the date of purchase. We CANNOT process the refund older than 6 months.

5. Credit Card Charges / Chargebacks

If Subscriber pays by credit card, it authorizes Inmate Call Savings to collect payments made through provided credit card without charge back. Should any Subscriber charge back any amount from a credit card transaction, such person or entity will be charged a minimum fee of \$50.00 plus the amount that was charged back plus 10% for administrative work to clear the account. As a penalty the subscriber will no longer be permitted to receive service from ICS and will be liable for any attorney fees, costs or other charges that may be imposed under law. All court costs for recovery of any amounts owed to ICS plus interest at the prime rate plus 12% will be imposed upon said subscriber.

6. Billing Disputes

If Subscriber wishes to dispute any Inmate Call Savings transaction, Subscriber must notify us within 5 days after receiving statement from bank or credit card issuer. If Subscriber does not wish to dispute the charges within 5 days, you waive any right to contest the charges.

7. Subscriber Service

Subscriber is required to prepay for all usages of this service. Subscriber also agrees not to use service for any unlawful, abusive purpose, or in such a way that it creates damage to ICS' reputation, employees, facilities, third parties or to the public in general. It is the Subscriber's responsibility to know the rules of the inmate's facility where he/she is incarcerated. ICS is not liable if the place of imprisonment of the inmate changes its telephone policy, which causes interference with the ICS service.

Once your account is established, we will issue you a local line number for the location of the facility of where the inmate is located. You understand that ICS does not have billing arrangements with any prison phone providers and our service cannot accept collect phone calls. You agree to use alternate means so the calls from your inmate are not billed as collect calls. This can be done by using a prepaid account with the contracted phone provider for the inmate's facility, calling cards utilized by the inmate, or the inmate calling direct through a commissary account. You agree that you FULLY understand how to set up our service and also that it is your responsibility to understand what steps that you need to

do next. You also understand that we are NOT responsible for the 3rd party providers to our company. If set up takes longer than expected, you are still required to pay our service. If at any time you need additional help on how to get set up, you could go to inmatecallsavings.com or call or chat with us during our normal business hours.

We provide our service to you until such time you contact us to cancel. Your service term refers to the period of time for which we will bill you in advance (for example: one month or one year). The service term is the term that you selected from the options available when you signed up for our service. Your first service term begins on the subscription date, which is the date you first ordered service, the date we gave you the phone number, or the date we successfully processed your payment, whichever is later. Your service will continue until canceled by you or by us as provided for herein. Please note that the obligations of this agreement begin on your subscription date and are indefinite.

You acknowledge that inmatecallsavings.com services may be automatically renewed for the same terms unless otherwise requested by yourself. In order to cancel a subscription, the account holder must login to their account to verify themselves and request cancellation from the subscriptions management console. For administration purposes, up to 5 business days should be allowed from the time this cancellation request is provided, to when the account cancellation occurs. You can also call or chat with us to cancel the services and receive a confirmation email. The renewal begins on the day after the last day of your service term.

8. Terms

The term of this agreement is a month-to-month contract. The monthly fee charge is based on what plan the Subscriber picked when setting up the account, even if the Subscriber does not receive calls, the monthly fee will be still charged. Subscriber can cancel at any time. The term of the service shall continue for as long as the Subscriber continues to replenish their account for as many months thereafter as said Subscriber decides to continue service. The agreement is only with the buyer, the account is non-transferable. The Subscriber is responsible for paying all charges posted to their account; including monthly plan charges, deposits, set up fees, overage minutes and any other charges associated with the account.

9. Acceptable Use

You shall be solely liable for any transmissions sent through the Service. We have no control over the content of any transmission nor will we be liable for such content. Customer shall not use the Services to create or distribute any images, sounds, messages or other materials, which are obscene, harassing, racist, malicious, fraudulent infringing or libelous, nor use the service for any activity that may be considered or are unethical, immoral, abusive of any third party's rights, or illegal. Further, you will abide by all rules, regulations, procedures and policies of ICS and any policies of the networks connected to the Services. You agree to abide by all applicable local, state, national, foreign and international laws and regulations and are solely responsible for all acts or omissions that occur under your account or password, including the content of your transmissions through the service.

10. Emergency 911 Service or Operator Assisted Calling

You acknowledge and understand that ICS does NOT allow you to access any 911 or similar emergency services (no traditional 911, E911, or similar access to emergency services). You should always have an alternative means of accessing 911 or similar emergency services. ICS is not intended to replace your primary phone service, such as traditional landline or mobile phone.

Our service does not support 0+ or operator assisted calling, including, without limitation, collect calls, third party billing calls, 900, or calling card calls. Our service may not support 411, 311, 511, and other x11 services in one or more service areas.

11. No Directory Listings

The phone numbers you get from us will not be listed in any telephone directories. However, any phone numbers you transfer from your local phone company may be listed.

12. Indemnity

You agree to defend, indemnify and hold harmless ICS, our directors, officers, employees, agents, vendors and affiliates from and against any and all claims, losses, liabilities (including attorney fees), damages, costs and expenses, in any way arising from or related to your use of the Service, your violation of this Agreement or your communication of any Content on or through the Service. You agree that we shall not be responsible or liable in any way for deactivation or deletion of accounts or for loss of voice mails, communications, e-mail, data or information as a result of, or arising out of, administration of the Services, whether or not you are given prior notice thereof. If you cancel your service, your old number may be made available to other customers.

13. Proprietary Rights

ICS shall retain all right, title and interest to the Services including all copyrights, trademarks, patents and all other intellectual property rights thereto, including without limitation with respect to all technology and telephone numbers used in connection with or provided as part of the Services. You may not, nor allow any third party to, copy, distribute, sell, disclose, lend, transfer, convey, modify, decompile, disassemble or reverse engineer the Services for any purpose whatsoever. You may not allow any third party to access the Services for any purpose whatsoever. The copyright notices and other proprietary legends shall not be removed from the Services and no right to use any trademark is granted under this Agreement. You may not grant any sublicense, lease or other right in the Services to any third party. All rights not expressly granted under this Agreement are retained by ICS.

14. Registration, Passwords and Privacy

In registering for the Service, you agree to provide and maintain accurate and complete information about yourself. In registering, you will designate a phone number or phone numbers and password and are responsible for maintaining the confidentiality of these items. If you provide data that is, or that we suspect to be, false, inaccurate, incomplete or not current, we have the right to suspend or terminate Services and refuse any and all current or future use of all services, or any portion. In addition, we reserve the right to immediately disconnect your service at any time without notice. You agree to enter registered private telephone numbers that are controlled by or under the common control of you. We respect your privacy. You must immediately notify us if you suspect any breach of security such as loss, or unauthorized disclosure or use of your password and account.

15. Payment for Services

ICS will charge you the rates in effect under your plan as published on ICS plus any enhanced service charges or taxes at the time of subscription. Such rates may be updated by us from time to time and will be effective when published on www.inmatecallsavings.com. Some charges (such as, but not limited to, surcharges, overage minutes) may accumulate in your account before you are charged for such amounts. Your billing cycle starts on the day your local line is assigned to your account. Subscriber agrees that all payments will be made to us via a valid credit or debit card, including MasterCard, VISA, American Express,

or Discover. We may change the credit cards accepted at any time, at our sole discretion. Your name and address as it appears on your account must also be on the credit account from which payment is made. If you provide a credit card number that we accept for payment of your monthly bill, you are authorizing us to charge the amounts you owe, then or later, to that credit card account and to demand immediate payment from the card issuer. Every time you use our Services, you re-affirm that we are authorized to charge your card. You agree to authorize ICS to charge purchases made online to the credit card account supplied to us when the subscription was initiated, or the card that we have on file when the purchase is made. You agree to pay all costs and expenses, including without limitation attorney's fees, incurred ICS to collect any monies due under terms of this Agreement.

Your first month's service is prepaid when you establish your account. If for some reason your phone number is not available when you initially purchase our service, we will NOT start your first months service until we issue your local line to your account. You cannot order a number from us without purchasing our service.

We will publish on our web site the fees and charges. These fees and charges may change from time to time. We may introduce new products and services at special introductory pricing. We reserve the right to bill you more frequently if we feel your account is behind or in default.

16. Fees upon Disconnection

Disconnection by you: If you attempt to disconnect service before the end of the current service term, you will be responsible for all the charges for your current term, including unbilled charges, plus any disconnection fee. In addition, if you disconnect service that is based on commitment before the end of the commitment, you agree to pay us the applicable recovery fees.

Disconnection by us without reason: If we discontinue service generally, or disconnect your service without a stated reason, you will only be responsible for the charges that have accrued through the date of the disconnection, including a pro-rated portion of the final service term charges, and any recovery fees.

Disconnection by us with a reason: If we disconnect your service for any of the reasons, you will be responsible for all charges through the end of your current service term, including unbilled charges, plus any disconnection charges and any recovery charges.

All charges owed at the time of disconnection will be immediately payable. We will pursue collection for unpaid amounts on disconnected accounts and may report these unpaid charges to the credit bureaus.

17. Billing

When you subscribe to our service, you must give us a valid email address and a payment method we accept. We reserve the right to stop accepting your payment method or your payments. You must advise us at once if your payment method expires, you close your account, your billing address changes, your email address changes, or your payment method is cancelled and replaced due to loss or theft. Except for usage-based charges, we will bill in advance to your payment method all charges, fees, taxes, and surcharges for each service term. We will automatically charge your credit card on file monthly or yearly from the day that we collected full payment for our service and issued your phone number. If you chose to pay by money order, then payment for monthly or yearly service has to be mailed to us within 7 days of when billing is due.

18. Payment

When you subscribe to our service, you authorize us to collect from your payment method. This authorization will remain valid until 30 days after your terminate our authority to charge your payment method. We will then charge you a disconnection fee and any other outstanding charges and disconnect your service.

19. Collection

If we disconnect your service, you will remain liable to us for all charges under this agreement and all the costs we incur to collect these charges, including, without limitation, collection agency fees, reasonable attorney's fees, and arbitration or court costs.

20. Notices

You understand that it is difficult for us to distinguish between credit and debit cards. You agree to waive your rights under Regulation E to receive 10 days advanced notice from us regarding the amount that we will debit from your account. While we may send you messages about your billing from time to time, we are not obligated to do so. We may change or cease our messages at any time without notice to you.

21. Taxes

Taxes are not included in ICS' service prices. This does not include the transaction fee. State and local governments may assess taxes, surcharges, or fees, or all of these, on your use of our service. These charges are based on the rates applicable to the address you provided to us. You are responsible for all applicable taxes, fees, or charges for your subscription, use or payment for our service. These taxes and fees are subject to change at any time.

22. Termination of Service

No one other than the account holder can authorize canceling the account. Accounts may be cancelled by email or other written correspondence sent to the address listed on www.inmatecallsavings.com. You may also contact our Customer Service department during the normal business hours posted online at www.inmatecallsavings.com. You may also cancel your account by login to their account and request cancellation from the subscriptions management console. For administration purposes, up to 5 business days should be allowed from the time this cancellation request is provided, to when the account cancellation occurs and If an appropriate form of termination is not used you will remain responsible for all costs and fees associated with your account.

23. Promotional & Discount Funds

Promotional & Discount funds are not refundable and they must be used for their intended purpose only. ICS may offer discounts or promotions from time to time. These offers are non-refundable and non-transferable.

24. Default / Negative Balance on Account

Should any customer of ICS have a negative balance on their pre-paid account for more than 15 days, ICS will have the right to assume the account is in default. ICS reserves the right to close this account thereafter and send to collections. You agree to be responsible for any ICS and/or 3rd party collection company fees, attorney fees or any and all fees associated with your default account. Reactivation of this account is only possible after the negative balance is paid in full and any reactivation or late charges that may become due are also paid in full.

25. Agreement Termination

If this Agreement is terminated because of Customer default, ICS may keep any charges or sums prepaid by Customer upon termination. ICS may require reactivation charges to renew Service after termination or suspension.

For any sort of check sent to the company that is a bad check, customer(s) agree to pay a \$25.00 to ICS for each check bounced. Any checks that are falsely altered will be sent to appropriate authorities.

*Any negative balance upon closing of the account shall have any outstanding balance charged to the credit card on file.

26. Arbitration

ICS and you agree to arbitrate any and all disputes and claims between you and ICS. Arbitration means that a neutral arbitrator instead of by a judge or jury in a court will resolve all disputes and claims. This agreement to arbitrate is intended to be given the broadest possible meaning under the law. It includes, but is not limited to: disputes and claims arising out of or relating to any aspect of the relationship between you and ICS, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; disputes and claims that arose before this or any prior agreement (including, but not limited to, claims relating to advertising); disputes and claims that may arise after the termination of this agreement; disputes and claims that are currently the subject of individual litigation; disputes and claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and disputes and claims concerning the scope of this arbitration provision. Reference to ICS include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors and assigns, as well as all authorized or unauthorized users or beneficiaries of the service under this agreement or any prior agreements between you and ICS.

27. Waiver of Jury Trial

You and ICS agree that, by entering into this agreement, you and ICS are waiving the right to a trial by jury.

28. Monitoring

We may monitor the use of our service for violations of this agreement. We may remove or block all communications if we suspect a violation of this agreement, or if we think it is necessary in order to protect our service, or ICS, its parent, affiliates, directors, officers, agents, and employees from harm.

29. No Third Party Beneficiaries

If you are not a part to this agreement, you do not have any remedy, claim, liability, reimbursement, or cause of action. This agreement does not create any third party beneficiary rights.

30. Entire Agreement

This agreement, including any future modifications to its terms, and the rates for services found on our web site constitute the entire agreement between you and ICS. This agreement governs your use of our service, and the use of our services by the members of your household and your guests and employees. This agreement supersedes any prior all

prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter.

31. Changes to This Agreement

We may change the terms and conditions of this agreement from time to time. By subscribing to our service, you agree that we may provide to you by use of electronic communications required notices, agreements and other information concerning ICS, including changes to this agreement. It is the subscriber(s) responsibility to review the terms clearly posted on the company website to be aware of any changes made. Changes will become binding on you on the date they are posted. When posted, this agreement supersedes all previously agreed to electronic and written terms of service, including, without limitation, any terms. If you continue to use our service, we will consider this your acceptance of any changes.

32. Fair Use Policy

Our fair use policy is intended to ensure the quality of the numbers provided to the customer and for us to be able to keep the low plan rates that we currently offer.

Unreasonable Use

It is unreasonable use of a Fair Use Service where your use of the service is reasonably considered by Inmate Call Savings to:

- a. be fraudulent; Use of other another person's name be it on the name used to set up the account or may be fraud due to stolen information so one can use a different credit card
- b. involve a non-ordinary use; Usage that may be more than the standard monthly use which is 1000 minutes per month. Usage over 1000 minutes is subject to a .04 per-minute charge.

33. Our Rights

If we reasonably consider your use of the Fair Use Services is unreasonable, we may, at our sole discretion, without telling you before we do so:

- a. Suspend or limit the Service in accordance with Our Agreement with You
- b. Terminate the Service in accordance with Our Agreement with You.

34. Privacy Policy

We do not share or sell your information with anyone in any way. We consider the privacy of our subscribers and users to be our top concern and priority.

35. Copyright & Trademark

Our website content, our materials, services, logs, service marks and trademarks are protected by trademark, copyright, or other intellectual property laws, and international treaty provisions. Infringement by you may result in civil or criminal prosecution.

36. Disclaimer of Warranties

WE PROVIDE THE SERVICE ON AN "AS IS" BASIS AND GRANT NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, ANY WARRANTY. WE DO NOT ENDORSE, WARRANT OR GUARANTEE ANY PRODUCTS OR SERVICES PROMOTED, OFFERED OR PROVIDED BY OR ON BEHALF OF THIRD PARTIES ON OR THROUGH THE SERVICE. WE ARE NOT A PARTY TO, AND DO NOT MONITOR, ANY TRANSACTION BETWEEN USERS AND THIRD PARTY PROVIDERS OF PRODUCTS OR SERVICES.

In no event will ICS, its officers, directors, employees, affiliates or agents or any other service provider who furnishes services or devices to you in connection with our service be liable for any damages, including but not limited to personal injury, wrongful death, property damage, loss of data, loss of revenue or profits, or damages arising out of or in connection with the use or inability to use a device or the service, including inability to access emergency service personnel through the E911, basic 911, or emergency routing services or to obtain emergency help. These limitations apply to claims founded in breach of contract, breach of warranty, product liability, tort, and any and all other theories of liability. These limitations apply whether or not we were informed of the likelihood of any particular type of damages. Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

37. Waiver of Claim or Causes of Action.

You waive all claims or causes of action arising from or relating to our 911 dialing service unless the claims or causes of action arise from our gross negligence, recklessness, or willful misconduct.

38. Proprietary Rights

ICS shall retain all right, title, and interest to the service(s) including all copyrights, trademarks, patents, and all other intellectual property rights thereto, including without limitation with respect to all technology and telephone numbers used in connection with or provided as part of the service(s). Subscriber may not, nor allow any third party to, access, copy, distribute, sell, disclose, lend, transfer, convey, modify, decompile, disassemble, or reverse engineer the service(s) for any purpose whatsoever. The copyright notices and other proprietary legends shall not be removed from the service(s), and no right to use any trademark is granted under this Agreement. Subscriber may not grant any sublicense, lease, or other right in the service(s) to any third party. All rights not expressly granted under this Agreement are retained ICS.

39. Copyright & Trademark

Our website content, our materials, services, logs, service marks and trademarks are protected by trademark, copyright, or other intellectual property laws, and international treaty provisions. Infringement by you may result in civil or criminal prosecution.

40. Governing Law

The law of the state of your residence will govern this Agreement as well as the relationship between you and us, except to the extent such law is preempted by or inconsistent with applicable federal law. Because this Agreement is a transaction in interstate commerce, the Federal Arbitration Act ("FAA"), and not state arbitration law, shall govern the interpretation and enforcement of the arbitration provision in Section 5.

41. Survival

The provisions of this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall survive.

42. Legal Age

You promise that you are of legal age to enter into this Agreement and that you have read and understand fully its terms and conditions.

43. Severability

If any part of this Agreement is legally declared invalid or unenforceable, all other parts of this Agreement will remain valid and enforceable. This invalidity or non-enforceability will not invalidate or render unenforceable any other portion of this Agreement.