

Effective Date: March 30, 2015

Global Tel*Link Corporation is the owner and operator of the website located at the url www.gtl.net (the "Site"). These Terms of Use apply when you access, visit or use the Site or use any of the products or services that Global Tel*Link Corporation ("GTL"), or one of its affiliates (individually "Affiliate and collectively "Affiliates") provide, including My Phone Account, Offender Trust Fund, Send An Email and Offender Phone Account (the Site and these products and services will be referred to in these Terms of Use as the "Service"). For purposes of these Terms of Use, "Company", "we", "us", or "our", means GTL, and any Affiliate where the Affiliate or its products or services are implicated.

Notice Regarding Dispute Resolution: These Terms of Use contain provisions that govern how claims you and we may have against each other are resolved (see Section R below), including an agreement and obligation to arbitrate disputes, which will, subject to limited exceptions, require you to submit claims you have against us to binding arbitration, unless you opt-out in accordance with Section R(4). Unless you opt-out of arbitration: (1) you will only be permitted to pursue claims against us on an individual basis, not as part of any class or representative action or proceeding and (2) you will only be permitted to seek relief (including monetary, injunctive, and declaratory relief) on an individual basis.

A. Acceptance of these Terms of Use by Users of the Site. By using the Service, or clicking the "accept" button when you register to use the Service through the Site or when you are otherwise prompted to do so, you agree to be bound by the terms of these Terms of Use.

B. Acceptance of these Terms of Use by Other Users of the Service. If you create an account to use the Service other than through the Site, and if you do not agree with or consent to the terms of these Terms of Use, you will have thirty (30) days from the date you create the account with us to cancel the account. If you decide that you want to cancel the account within this thirty (30) day period, please contact our Customer Service team using the information supplied through the "Contact Us" link on the Site. If you cancel the account we will provide you with a refund of any fees you have paid and not used in connection with the Service.

C. Eligibility. The Service is intended for individuals who are at least eighteen (18) years old. If you are not at least eighteen (18) years old, please do not access, visit or use the Service.

D. Your Privacy Rights. In connection with your use of the Service, please review the [Your Privacy Rights](#) statement ("Privacy Statement") in order to understand how we use information we collect from you when you access, visit or use the Service. The Privacy Statement is part of and is

governed by these Terms of Use and by accepting the Terms of Use, you agree to be bound by the terms of the Privacy Statement, and agree that we may use information collected from you in accordance with the Privacy Statement.

E. Registration. As a condition of using certain features of the Service, you may be required to register through the Site and select a password and user I.D. You may not: (1) select or use as a user I.D. a name of another person with the intent to impersonate that person; (2) use as a user I.D. a name subject to any rights of a person other than you without appropriate authorization; or (3) use as a user I.D. a name that is otherwise offensive, vulgar or obscene. We reserve the right to refuse registration of, or to cancel a user I.D., in our sole discretion. You shall be responsible for maintaining the confidentiality of your user I.D. and password.

F. Prohibited Activities. You may not access or use the Service for any purpose other than the purpose for which we make it available to you. We may prohibit certain activities in connection with the Service in our discretion. These prohibited activities include, without limitation, the following:

- Criminal or tortious activity, including child pornography, fraud, trafficking in obscene material, drug dealing, gambling, harassment, stalking, spamming, copyright infringement, patent infringement, or theft of trade secrets.
- Advertising to, or solicitation of, any user to buy or sell any products or services.
- Transmitting chain letters or junk email to other users.
- Using any information obtained from the Service in order to contact, advertise to, solicit or sell any products or services to any user without their prior explicit consent.
- Engaging in any automated use of the Service, such as using scripts to send comments or messages.
- Interfering with, disrupting or creating an undue burden on the Service or the networks or services connected to the Service.
- Attempting to impersonate another user or person.
- Using the user I.D. or account of another user.
- Using any information obtained from the Service in order to harass, abuse or harm another person.
- Accepting payment of anything of value from a third person in exchange for your performance of any commercial activity on or through the Service on behalf of that person.
- Using the Service in a manner inconsistent with any and all applicable laws and regulations.

G. Management of the Service. You acknowledge that we reserve the right, but have no obligation, to (1) take appropriate legal action against anyone who, in our sole determination,

violates these Terms of Use, including, without limitation, reporting you to law enforcement authorities, (2) in our sole discretion and without limitation, refuse, restrict access to or availability of, or disable all or a portion of the Service, and (3) otherwise manage the Service in a manner designed to protect the rights and property of the Company and users of the Service and to facilitate the proper functioning of the Service.

H. Monitoring of Calls and Video Visits Made and Email Sent through the Service. You acknowledge and agree that we may, and the correctional facility where an offender is incarcerated may, monitor or record calls and video visits as well as obtain the location of your phone when you use the Service, and read emails sent using the Service, in accordance with the policies in place at the correctional facility where an offender is incarcerated. By accepting these Terms of Use you authorize us, and the applicable correctional facility, to monitor and record calls and video visits you make through the Service and to read emails you send through the Service in accordance with the policies in place at the applicable correctional facility.

I. Use of the Service. The Service and its contents and the trademarks, service marks and logos contained on the Service, are the intellectual property of the Company or its licensors and constitute copyrights and other intellectual property rights of the Company or its licensors under U.S. and foreign laws and international conventions. The Service and its contents are provided for your informational, personal, non-commercial use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purpose whatsoever without the express written consent of the Company. You agree not to engage in the use, copying or distribution of the Service or of any of its contents for any commercial purpose. You agree not to circumvent, disable or otherwise interfere with security related features of the Service. We may, but are not obligated to, periodically provide updates to the Service to resolve bugs or add features and functionality. You do not acquire any ownership rights to the Service or to any contents contained on the Service. All rights not expressly granted in these Terms of Use are reserved by the Company. You are solely responsible for your interactions with other users of the Service.

J. Termination of Your Use of the Service. We may suspend or terminate your use of the Service if you violate these Terms of Use or in our discretion. We may also impose limits on or restrict your access to parts or all of the Service without notice or liability.

K. Charges for the Service. Fees will apply to your use of certain features of the Service, including any calls that are made through the Service. The fees and charges may vary based on, among other things, the correctional facility where an offender is incarcerated. We reserve the right to change the fees charged periodically, in our discretion.

L. Submissions. If you submit opinions, suggestions, feedback, images, documents, and/or proposals to us through the Service, or through any other communication with us, you acknowledge and agree that: (1) the submissions you provide will not contain confidential or proprietary information; (2) we are not under any obligation of confidentiality, express or implied, with respect to the submissions you provide; (3) we shall be entitled to use or disclose (or choose not to use or disclose) the submissions you provide for any purpose, in any way, in any media worldwide; (4) the submissions you provide will automatically become the property of the Company without any obligation of the Company to you; and (5) you are not entitled to any compensation or reimbursement of any kind from the Company in connection with your submissions under any circumstances.

M. Links to Other Websites. The Service may contain links to third-party websites, resources or data. You acknowledge and agree that the Company is not responsible or liable for: (1) the availability or accuracy of these third-party websites, resources or data; or (2) the content, products, or services on or available from these websites, resources or data. You also acknowledge that you are solely responsible for, and assume all risk arising from, the use of any these websites, resources and data. Links to third party websites on the Service are not intended as endorsements or referrals by the Company of any products, services or information contained on the applicable websites. These Terms of Use do not apply to third party websites, including the content of and your activity on those websites. You should review third-party websites' terms of service, privacy policies and all other website documents, and inform yourself of the regulations, policies and practices of third-party websites.

N. Disclaimer of Warranties. THE INFORMATION CONTAINED IN AND PROVIDED THROUGH THE SERVICE, INCLUDING TEXT, GRAPHICS, LINKS, OR OTHER ITEMS, IS PROVIDED "AS IS". NEITHER THE COMPANY NOR ITS SUPPLIERS WARRANT THE ACCURACY, ADEQUACY, COMPLETENESS OR TIMELINESS OF THE INFORMATION, MATERIALS, PRODUCTS, AND SERVICES ACCESSED ON OR THROUGH THE SERVICE AND THE COMPANY EXPRESSLY DISCLAIMS LIABILITY FOR ERRORS OR OMISSIONS IN THE INFORMATION OR MATERIALS ACCESSED ON OR THROUGH THE SERVICE. NO WARRANTY OF ANY KIND, WHETHER IMPLIED OR EXPRESSED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND FREEDOM FROM COMPUTER VIRUS, IS GIVEN IN CONJUNCTION WITH ANY INFORMATION, MATERIALS, OR SERVICES PROVIDED THROUGH THE SERVICE.

O. Limitation of Liability. IN NO EVENT SHALL THE COMPANY OR ITS THIRD PARTY SUPPLIERS BE LIABLE FOR ANY DAMAGES, LOSSES OR LIABILITIES INCLUDING,

WITHOUT LIMITATION, DIRECT OR INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES, LOSSES OR EXPENSES, INCLUDING ANY LOST PROFITS, LOST DATA, OR LOST SAVINGS, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT OR ANY OTHER LEGAL THEORY, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SERVICE OR RELIANCE ON OR USE OR INABILITY TO USE THE INFORMATION, MATERIALS OR SERVICES PROVIDED THROUGH THE SERVICE, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE, EVEN IF THE COMPANY OR ITS THIRD PARTY SUPPLIERS ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES.

P. Unauthorized Transactions. In the event that you use a credit card to pay for any products or services offered through the Site, you are representing to the Company that you are authorized to use that credit card.

Q. Indemnification. You agree to defend, indemnify and hold the Company harmless from and against any and all claims, damages, and costs including attorneys' fees, arising from or related to your use of the Service.

R. Dispute Resolution.

- 1. Arbitration.** The parties shall use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation and good faith negotiations which shall be a precondition to either party initiating a lawsuit or arbitration. All claims arising out of or relating to these Terms of Use (including its formation, performance and breach) and the Service shall be finally settled by binding arbitration, excluding any rules or procedures governing or permitting class actions. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of these Terms of Use, including, but not limited to any claim that all or any part of these Terms of Use is void or voidable. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. To the extent the filing fee for the arbitration exceeds the cost of filing a lawsuit, we will pay the additional cost. The interpretation and enforcement of these Terms of Use shall be subject to the Federal Arbitration Act.

The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

2. **Class Action Waiver.** The parties further agree that any arbitration shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

3. **Exception - Litigation of Small Claims Court Claims.** Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may also seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.

4. **Thirty Day Right to Opt Out.** You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth in this Section by sending written notice of your decision to opt-out to the following address: Global Tel*Link Corporation, 12021 Sunset Hills Road, Reston, Virginia 20190, Attn: Arbitration Opt-Out. The notice must be sent within thirty (30) days of the date you have agreed to Terms of Use; otherwise you shall be bound to arbitrate disputes in accordance with the terms set forth above. If you elect to opt-out of these arbitration provisions, we also will not be bound by them. In addition, if you elect to opt-out of these arbitration provisions, we may terminate your use of the Service. If we terminate your use of the Service, we will provide you with a refund of any fees you have paid and have not been used in connection with the Service.

S. Amendments. These Terms of Use may be amended by the Company from time to time. We will post any material changes to these Terms of Use on the Site with a notice advising of changes. You may cancel your account within thirty (30) days following the date the amended Terms of Use are posted by contacting us using the contact information in Section Z below. If you choose to cancel your account within this thirty (30) day period, you will not be bound by the terms of the revised Terms of Use but will remain bound by terms of these Terms of Use, and, we will provide you with a refund of any fees that you have paid and that have not been used in connection with the Service.

T. No Oral Modifications. Employees of the Company are not authorized to modify these Terms of Use, either verbally or in writing. If any employee of the Company offers to modify these Terms of Use, he or she is not acting as an agent for the Company or speaking on our behalf. You may not rely, and should not act in reliance on, any statement or communication from an employee of the Company or anyone else purporting to act on our behalf.

U. No Third Party Beneficiaries. These Terms of Use are between you and the Company. There are no third party beneficiaries.

V. Independent Contractors. No agency, partnership, joint venture, or employment is created as a result of these Terms of Use and you do not have any authority of any kind to bind the Company in any respect whatsoever.

W. Non-Waiver. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

X. Force Majeure. The Company shall not be liable for any failure to perform its obligations hereunder where the failure results from any cause beyond the Company's reasonable control, including, without limitation, any mechanical, electronic or communications failure or degradation.

Y. Severability. If any provision of these Terms of Use is found to be unenforceable or invalid (other than the class action waiver in Section R), that provision shall be limited or eliminated to the minimum extent necessary so that these Terms of Use shall otherwise remain in full force and effect and enforceable.

Z. Contact Us. If you have any questions about these Terms of Use, you may contact us by email at termsofuse@gtl.net or by postal mail at Global Tel*Link Corporation, 12021 Sunset Hills Road, Suite 100, Reston, Virginia 20190, Attn: Legal Department. If you have any questions regarding the Service or your account, or if you would like to cancel your account, please contact our Customer Service team using the information supplied through the "Contact Us" link on the Site.

AA. Assignment. These Terms of Use are not assignable, transferable or sublicensable by you except with our prior written consent. We may transfer, assign or delegate these Terms of Use and our related rights and obligations without obtaining your consent.