

# Terms of Use

**Updated: July 1, 2020**

Correct Solutions LLC, is the owner and operator of the website located at the URL [www.correctsolutionsgroup.com](http://www.correctsolutionsgroup.com) (the “Site”). These Terms of Use apply when you access, visit or use the Site or use any of the products or services provided by Correct Solutions LLC (“CSG”), or one of its affiliates (individually “Affiliate” and collectively “Affiliates”), including Regent Customer Care, LLC d/b/a CSG Pay (the Site, Call Center, and all mobile applications and products and services provided by CSG or any Affiliate will be referred to in these Terms of Use, collectively, as the “Service”). For purposes of these Terms of Use, “Company”, “we”, “us”, or “our”, means CSG, and any Affiliate where the Affiliate or its products or services are implicated.

1. **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.
2. **Acceptance of these Terms of Use by Other Users of the Service.** If you create an account to use the Service by a means 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 or the effective date of these Terms of Use, set forth above, whichever is later, to cancel the account. 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 within this

thirty (30) day period, we will provide you with a refund of any fees you have paid and not used in connection with the Service.

3. **Eligibility.** The Service is intended for individuals who are at least eighteen years old. If you are not at least eighteen years old, please do not access, visit or use the Service.
4. **Your Privacy Rights.** In connection with your use of the Service, please review the Privacy Statement located on the Site in order to understand how we use information we collect from you when you access, visit or use the Site and/or 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.
5. **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 select or use as a user I.D. a name of another person with the intent to impersonate that person, use as a user I.D. a name subject to any rights of a person other than you without appropriate authorization, or use as a user I.D. a name that is otherwise offensive, vulgar or obscene. Users are required to register with their legal first and last name and the billing address of the credit card(s) they intended to use with our Service. We reserve the right to refuse registration of, or to cancel a user account, with or without cause or reason, in our sole discretion.
6. **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 limit some actions within our Service to protect against fraud and/or violations of law, applicable federal, state and local regulations and rules and regulations of any correctional facility where an inmate is incarcerated.
7. **Management of the Service.** By accepting these Terms of Use, you acknowledge and agree 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.
8. **Monitoring All Communication through the Service.** By accepting these Terms of Use, you authorize us and the applicable correctional facility where an inmate is incarcerated to, and you acknowledge and agree that we and the correctional facility where an inmate is incarcerated may, monitor or record communications, calls and video visits, and read or copy electronic messages (including emails) sent or facilitated using the Service, in accordance with the policies in place at the correctional facility where an inmate is incarcerated. By accepting these Terms of Use, you also authorize us to, and acknowledge and agree that we may, also obtain the location of the phone or communications device you are using when you use the Service and provide this location to the correctional facility from which you received the call or communication using the Service.
9. **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 at our sole discretion, with or without cause or reason. We may also impose limits on or restrict your access to parts or all of the Service without notice or liability to you or any other person. Termination of your use of the Service may also be subject to the Company's tariff on file with, and the rules and regulations of, the Louisiana Public Service Commission.
10. **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 inmate is incarcerated. We reserve the right to change the fees charged periodically, at our sole discretion. Charges for and use of the Service may also be subject to the Company's tariff on file with, and the rules and regulations of, the Louisiana Public Service Commission.

**11. Limitation of Liability.** To the maximum extent permitted by applicable law, in no event shall the Company, its Affiliates, or its third party suppliers be liable for any claims, 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, attorneys' fees, experts' fees, or court or other litigation costs, whether based on termination or limitation of access to the Service, 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 performance, operation or transmission, or caused by or arising from any act of a person or entity beyond the reasonable control of Company, including but not limited to, the development or deployment of any computer virus, malware, ransomware, cybercrime, identity theft, or other harmful computer program or software, or line, equipment or system failure, even if the Company or its third party suppliers are advised of the possibility of such damages, losses or expenses. This limitation of liability is supplemented by the limitation of liability contained in the Company's tariff on file with the Louisiana Public Service Commission to the extent applicable, which is incorporated herein by reference.

**12. Force Majeure.** The Company and its Affiliates shall not be required to perform or provide the Service, and shall not be liable for any claim, liability, loss, expense, or damage related to any such nonperformance or delayed performance, for so long as such performance is rendered commercially

impracticable by the act of any person or entity other than the Company or its Affiliates, or by an act or event beyond their reasonable control and/or that is unforeseeable, which may include but is not limited to, an act of God, epidemic, disease outbreak, hurricane, fire, lightning, earthquake, flood (whether naturally occurring or manmade), landslide, tidal surge or tsunami, war (whether declared or undeclared), civil disturbance, riot, insurrection, terrorism (including cyberterrorism), strike, labor lockout or industrial disturbance, labor, material, equipment, or fuel shortage, failure or delay of performance by manufacturers, suppliers, or persons from whom the Company or its Affiliates are obtaining machinery, equipment, services, materials, or supplies, power outage, act of government, including but not limited to, government regulations, restrictions, demands, orders, decrees, and proclamations. This force majeure provision is supplemented by the Company's tariff on file with, and the rules and regulations of, the Louisiana Public Service Commission.

- 13. Refunds of Phone Products.** Contact Customer Service at 877-618-3516 to request a refund from your Prepaid Debit Account or Prepaid Collect Service Account. Refunds of unused Prepaid Debit Account balances are issued by the Company once the inmate verifies certain account information, unless otherwise directed by state law. Refund fees and/or minimum refund amounts may apply. Any such unused balances in a Prepaid Debit Account will expire in ninety (90) days after the account is inactive, unless the balance is either fully depleted or a refund has been requested. No refunds of unused balances will be issued after the expiration date. Refunds of unused Prepaid Collect Service Account balances are issued by the Company once the person, firm, corporation or other entity which uses the Company's Service ("End User") verifies certain account information, unless otherwise directed by state law. The End User may request a refund of the available balance in their Prepaid Collect Service Account either by written request to the Company or

by contacting the Company at its toll free Contact Customer Service telephone number, shown above, once the End User verifies certain account information. Any such unused balances in a Prepaid Collect Service Account will expire in one hundred eighty (180) days following the last call made, unless the balance is either fully depleted or a refund has been requested. No refunds of unused balances will be issued after the expiration date. Refunds of Prepaid Debit Account and Prepaid Collect Service Account balances may also be subject to the Company's tariff on file with, and the rules and regulations of, the Louisiana Public Service Commission.

**14. Notice to Texas Users.** If you are a Texas resident and still have an unresolved complaint regarding the CSG's money transmission or currency exchange activity, please direct your complaint to: Texas Department of Banking, 2601 North Lamar Boulevard, Austin, Texas 78705, 1-877-276-5554 (toll free), [www.dob.texas.gov](http://www.dob.texas.gov).

**15. Unauthorized Transactions.** In the event that you use a credit card to pay for any products or Service offered through the Site, you are representing to the Company that you are authorized to use that credit card. Any breach of this representation or unauthorized use of a credit card to access or pay for any products or Services offered through the Site will be considered fraudulent and you will be liable to the Company for any and all resulting or associated damages, losses, payments or repayments, penalties, fines, fees (including attorneys' fees and experts' fees) and costs (including court and litigation costs).

**16. Indemnification.** You agree to defend, indemnify and hold the Company harmless from and against any and all claims, damages, and costs including attorneys' fees, experts' fees, and court and litigation costs arising from or related to your use of the Service. You will not be required to indemnify and hold the Company harmless from and against any claims, liabilities, damages,

losses, or expenses resulting from the Company's own gross negligence, willful neglect, or willful misconduct.

**17. No Reverse Engineering or Extraction of Data.** By accepting these Terms of Use, you represent to the Company and agree that you will not utilize or attempt to utilize, or assist or enable any other person or entity to utilize or attempt to utilize, any tool (including, but not limited to, any Unified Modeling Language Tool), technology, software, program, device, system, platform, code, or any other means or instrumentality to conduct or attempt to conduct reverse engineering on the Site, or any product, feature, Service, or portion or component of any product, feature, or Service, offered or provided by the Company, including the extraction of any source, binary, or byte code, software system flows, architectures, business layer knowledge, data, protocols, processes, or information. Any breach of this representation or unauthorized reverse engineering or attempted reverse engineering will be considered fraudulent and you will be liable to the Company for any and all resulting or associated damages, losses, payments or repayments, penalties, fines, fees (including attorneys' fees and experts' fees) and costs (including court and litigation costs).

**18. Dispute Resolution and Arbitration Agreement.**

1. By accepting these Terms of Use, you agree to be bound by the provisions of this Dispute Resolution and Arbitration Agreement. You further agree that you and we (collectively, the "Parties") shall use our 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 resolved 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 provisions of this Dispute Resolution and Arbitration Agreement, including its interpretation and enforcement, of these Terms of Use shall be subject to the Federal Arbitration Act.

2. The Parties understand that, absent this mandatory provision, they may have the right to sue in court and have a jury trial. The Parties understand that jury trials are not permitted in arbitration. 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.
3. 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.

- 19. 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 21 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.
- 20. 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.
- 21. Contact Us.** If you have any questions about these Terms of Use, you may contact us by email at [contact@correctsolutionsgroup.com](mailto:contact@correctsolutionsgroup.com) or by postal mail at Correct Solutions LLC, P.O. Box 796, Ruston, LA 71274, Attn: Legal. 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” link on the Site.