

## TERMS AND CONDITIONS AGREEMENT

These Terms of Use govern your access or use, of the applications, website, content, services made available by Advanced Communication and Corrections Communications (Barbados) Inc. PLEASE READ THESE TERMS CAREFULLY, AS THEY CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND ADVANCED COMMUNICATION AND CORRECTIONS COMMUNICATIONS (BARBADOS) INC.

"**Advanced Communication**" (AC) is a breakthrough service in the field of telephone services for prisoners. The "AC" service opened the market to competition and led to lowering the prices of telephone calls from prisoners. Adding a remote purchase option will facilitate easier contact between the prisoner and his family and loved ones.

As a Company, we recognize the importance to good order and rehabilitation that derives from maintaining the relationship between prisoners and their family and loved ones. We therefore work diligently to provide the best service at the most competitive prices and continue to make system improvements and developments to improve the quality of the system and service.

### Terms of Use

- We at "**Corrections Communication (Barbados) Inc.**", which operates the "**AC**" service (hereinafter "the Company") are committed to providing our customers with a professional, efficient and sympathetic service. Through these policies, we seek to ensure that you, the Company's customers, receive a service that meets your needs to your satisfaction.
- According to these policies, the Company's customer is anyone who uses an 'AC' service to make phone calls via an 'AC' account, as well as anyone who purchases a new 'AC' account or credits to an existing 'AC' account - in any of the payment options available in the Service (hereinafter "the Customer").
- You must be at least 18 years of age, or the age of legal majority in your jurisdiction.
- The rules are drafted in the male language for convenience only. Wherever reference is made to the 'Customer', this refers to the individual or individuals who use 'AC' services.
- These Terms of Use establish a binding agreement between the Company and the Customer for all intents and purposes. If you do not agree to the Terms of Use, you must refrain from any transaction or purchase from us as, in any transaction you have made or a service you have received, you will be deemed to agree to this Terms of Use Agreement. Please make sure the terms are clear to you.
- In the event of any conflict between your claims and the Company's records, in relation to the service or transaction you have received from us, the Company's records will be considered as decisive evidence of the actual performance of the service or transaction, its details and its correctness.
- The Company may from time to time change the Terms of Use, with reference to new products and / or services provided by the Company. The Company will make reasonable efforts to bring this change to the attention of all Customers. Any change will bind the Company and Customer from the time of posting on the Website.
- The prisoner, who uses phone credits charged to the Credit Card/PayPal, does so with the permission and consent of the credit card / Pay Pal holder and at his own risk.

## **Description of Service**

- 'AC' is a sophisticated prisoner telephone system where phone credits to enable calls to be made are purchased in advance by relatives and friends of the prisoner. . The credit in the account allows the user of the service (the prisoner)to make telephone calls using dedicated telephones installed in the prison facilities, without paying the company operating the telephone in cash or by means of phone cards etc. . The 'AC' service enables the Customer to enjoy advantageous prices, convenience, the use of free voice mail services and several purchase options.
- All services are subject to regulations determined by the local prison service.
- 'AC' is active in all prisons in the island.
- Purchase options are detailed in these policies and on the Purchases and Loads page
- The service, when purchased, is indefinite and can be used from the time of purchase, until the credit in the 'AC' account ends.

## **Purchase of Service and Credit Loading**

You can purchase and charge the 'AC' service in any of the following ways:

- You can purchase and pay for the service through the canteen service at the prison itself
- You can Make a Phone Credit Payment Online by purchasing and paying for the service by credit card or PayPal using our web site [www.accharge.com](http://www.accharge.com)
  1. The service requires registration and identification at the first transaction.
  2. To purchase credits, you must have a PayPal account. If you do not have a PayPal account. you can open one by following the link: <https://www.paypal.com>
  3. When in possession of a PayPal account, go to the Advanced Communication Website: [www.accharge.com](http://www.accharge.com)
  4. To add credit to a prisoner's account, you must know his full name and prisoner number.
  5. Go to the Top Up Page.
  6. Click on the drop-down menu to take you to the location where the person is in custody and follow the simple steps.
  7. You will then be able to buy credits in a number of fixed units that the prisoner can then use.
  8. Each remote charge will be charged a service fee of 10% of the transaction amount which will be added to the payment at the time of the transaction
  9. Credits will be added to the prisoner's account immediately.
- You hereby acknowledge that making a payment and payment for the transaction will be paid by using a credit card / PayPal account bearing your name and ownership, and / or with the full authorization of the cardholder. Wherever you are required to do so within the service that you, the Customer, request from the Company, you undertake to provide accurate and complete information and details of the service requested. To the extent that the information is inaccurate or incomplete or you fail to provide accurate or complete details, the Company will be exempt from any claim and / or damage relating to inaccuracy and / or failure to provide the complete details required to complete the transaction to your satisfaction,.

- For this purpose, providing details means: full name, social security, national identification or national registration number, credit card information, PayPal information, address, telephone, e-mail, and information about eligible questions known only to you and the Company.
- The Customer is responsible for maintaining adequate security and control of any and all IDs, passwords, personal identification numbers, or any other information that you use to access our services.
- The Company may refuse to submit to the debit/credit Service, in its sole discretion, in the event of the transmission of false details, the knowledge of the answers to the questions prepared and / or theft of identity and / or the execution of any action or request that may harm the Company and / or the third party and / or due to a breach of the Terms of Use.
- Payment of charges for 'AC' Services by telephone instruction will be made by a valid credit card, and the transaction will be subject to full payment to one of the credit card companies with which the Company is working. The Customer acknowledges that when making the telephone payment, he will provide the Company with all relevant details, including a full name, ID number and any other relevant details for approval of the transaction through the credit card company. In the event of a payment by a third party credit card, the Customer warrants that the action is done with the full approval and full knowledge of a third party. In any case of a dispute involving payment by a third party credit card, regarding the lack of authorization or deviation from authorization and / or identity theft and / or theft of third party information in order to execute the transaction with the Company, the Customer shall be liable for any legal liability or for any damage of any kind, to the Company or the third party.
- The Company may, in its sole discretion, not approve a transaction with a Customer in the event of a canceled or restricted card and / or suspicion or fear of identity theft, use of third party information without the approval of a credit company and so on. The Customer acknowledges that for the purpose of approving a transaction and / or checking it thereafter, the Company may inspect the Customer's information on each register, without violating the privacy / consumer protection laws and / or the information laws and / or credit data checking laws relevant to this agreement between the Customer and the Company.

### **Confirmation of Payment**

- At the end of each transaction, the Company immediately produces a legal receipt. The receipt will be sent to the Customer at his request, to the e-mail address he gave when registering for the service.
- At the express request of the Customer, through the Company's Customer service, the Company will send the Customer a tax invoice, at the Customer's expense, to a mailing address he will provide. Mailing will be done at acceptable times. The Company is not responsible for any such delivery. The invoice delivery will be done within 15 days of the request and provided that the Customer requested it through the Company's Customer service and also paid any postal charges for such delivery. The Company shall not be liable to the Customer in any way for any damage that may be caused to him if he does not receive such invoice by mail and / or if such invoice arrives to the Customer at a later date than desired.

## **Disclaimer**

- The services are provided “as is” and “as available”. The Company disclaims all representations and warranties, express, implied or statutory, not expressly set out in these Terms, including implied warranties. The Company makes no representation, warranty, or guarantee regarding the reliability, timeliness, quality, suitability or availability of any service.

## **Indemnity**

- You agree to indemnify and hold the Company, its affiliates, directors and employees harmless from any and all claims, demands, losses, liabilities and expenses (including attorneys’ fees), arising out of or in connection with (i) your use of the services; (ii) your breach or violation of these Terms and Conditions; (iii) your violation of any rights of any third party.

## **Cancelling a Transaction**

- The nature of the service provided to the Customer by the Company is for immediate use at the end of the transaction and does not allow the Customer the right to cancel a transaction after his card has been loaded and opened for use. Nevertheless, we are at your service and any request for cancellation of a transaction or refund will be handled by the Company, to the extent possible, as requested.
- Cancellation of a transaction on the same day is possible at the point of sale at which the transaction was made, subject to presentation of invoice or proof of purchase, in accordance with the requests of the Company.
- In order to cancel a transaction at a later date, we would be happy to assist you at ‘AC’ customer service from Monday through Friday from 9am to 4 pm.

## **Privacy and Confidentiality**

- Except in the circumstances set out above, the Company undertakes to maintain the details provided by the Customer and to maintain confidentiality with respect to the transaction he has made.
- The Customer authorizes the Company to use the details provided to it, as specified in this Terms and Conditions Agreement, including for the purpose of conducting a transaction requested. In any case, where the Company is required to use them, it will be used in accordance with the law. The Customer hereby authorizes the Company to communicate with it on any material / information / publication on its behalf. Correspondence may be sent via email, written messages or other personal electronic media. The Customer allows the Company to take action on the Customer information for general / statistical data processing as long as there is no such action, to attribute the data processing according to personal identification measures. The Company is authorized to share with others such information for analysis purposes.

## **Customer Service**

- The Company will operate a Customer Service Center. The hours of operation will be posted and updated from time to time on the Company's website.

- The Customer acknowledges that the Company has the right to record calls at its discretion. No Customer claim will be made with respect to the presentation or commitment made by him orally or by telephone, unless such information has been communicated to him in writing via email.
- The Customer may forward the subject of his application by email as specified on the website and will receive a reference within 7 business days from the date of referral

### **Limitation of Liability**

- The Company is not responsible for any damage that may or may be caused to the Customer due to downtime or malfunction on the telephone lines resulting in failure to provide service or product to the Customer due to force majeure, national downtime, war, natural damage, prison service guidelines, prison sanctions against the prisoner and any other case which is not controlled by the Company.
- The Company shall not be liable for indirect, incidental, special, exemplary, punitive, or consequential damages including loss of profits, lost data, personal injury or property damage related to or in connection with, or otherwise resulting from any use of the services regardless of the negligence of the Company.
- The Company shall not be liable for any damages, liability or losses arising out of your use of or reliance on the services or your inability to access or use the service.

### **Discretionary AC card charging activity**

- The Customer allows the Company independent judgment to take any action that is aimed at preventing or stopping damage, between personal Customers, the Company and other third parties. In any case of supreme power: hostilities, war, severe weather and the like, the Company can, on its own initiative, disable the activity. Disabling the activity will be possible even if the Company website has a cyber-attack of any kind.

### **Trademark and Intellectual Property**

- All rights in the Company's website or publications in any and all possible media, including trademark, copyright, designs and patents are reserved to the Company and are the sole property of the Company. The Customer and any user of the Company's Services undertakes not to copy any content or medium or anything else from the Company's information and any known media.

### **Jurisdiction**

- Jurisdiction with respect to this Agreement and / or the use of the Company's services and / or against the Company and / or any matter arising from the Company's activities in the areas referred to in this Agreement, or with respect to any dispute or claim, is agreed to be done by a court authorized in Barbados.