



Welcome to Inmate Photo Provider!

We hope that you enjoy your visit and find that using our service is productive, convenient and fun. We provide our services to you subject to the following conditions. Please read them carefully.

1. Your Relationship With Inmate Photo Provider

- a. Your use of Inmate Photo Provider services, software, products and the websites (referred to collectively as the "Services" in this document and excluding any services provided to you by Inmate Photo Provider under separate written agreements) is subject to the terms of a legal agreement between you and "IPP" means Inmate Photo Provider. This document explains how the agreement is made, and sets out some of the terms of that agreement.
- b. Unless otherwise agreed in writing with Inmate Photo Provider your agreement with Inmate Photo Provider will always include, at a minimum, the terms and conditions set out in this document. These are referred to below as the "Universal Terms".
- c. Your agreement with Inmate Photo Provider will also include the terms of any Legal Notices applicable to the Services, in addition to the Universal Terms. All of these are referred to below as the "Additional Terms". Where Additional Terms apply to a Service, these will be accessible for you to read either within, or through your use of, the Service. Your access to and use of the Service are expressly conditioned on your acceptance of and compliance with these Terms. **Your use of the Service constitutes your agreement to these Terms. If you do not agree to these Terms, please do not use the Service.** Note that any violation of these Terms may result in termination of your ability to access and use the Service.
- d. The Universal Terms, together with the Additional Terms, form a legally binding agreement between you and Inmate Photo Provider in relation to your use of the Services. It is important that you take the time to read them carefully. Collectively, this legal agreement is referred to below as the "Terms".
- e. If there is any contradiction between what the Additional Terms say; and what the Universal Terms say, then the Additional Terms shall take precedence in relation to that Service.
- f. We reserve the right at any time to change all or any part of these Terms, change the Service, including by eliminating or discontinuing any content on or feature of the Service; and change any fees or charges for use of the Service. Any changes we make will be effective immediately upon notice, which we may provide by any means including, without limitation, posting on the Service or by electronic mail. Your continued use of the Service after such notice will be deemed acceptance of such changes. You can determine when these Terms were last revised by referring to the "LAST UPDATED" legend at the top of these Terms. Be sure to return to this page periodically to ensure familiarity with the most current version of these Terms. Upon our request, you agree to sign a non-electronic version of these Terms. You agree that we shall not be liable to you or to any third party for any elimination or discontinuation of any content on or feature of the Service; or any change in any fees or charges for use of the Service.

2. Accepting the Terms

- a. In order to use the Services, you must first agree to the Terms. You may not use the Services if you do not accept the Terms.



- b. You can accept the Terms by clicking to accept or agree to the terms, where this option is made available to you by Inmate Photo Provider in the user interface for any service, or (2) by actually using the Services, in this case, you understand and agree that Inmate Photo Provider will treat your use of the Service as acceptance of the Terms from that point onwards.
- c. In order to, among other things, view any Websites to which you have been invited, or to post Content to or to comment on Content which has been posted by others to any Website, you will need to become a member of the Service (a "Member"). To become a Member, you must register with us. As part of the registration process, you will be asked to select a password and username. You will also need to provide us with a valid and verifiable email address. (Note that, if you also elect to subscribe to any paid portion of Service as further described below, you will be asked to provide additional information, including payment information.) You must provide us with accurate, complete, and updated registration information. Failure to do so will constitute a breach of this Agreement. You acknowledge that, if any information provided by you is untrue, inaccurate, not current or incomplete, we reserve the right to terminate your access to and use of the Service. You also understand that you may not:
 - I. select or use a username which is, includes or comprises the name of another person, in any case with the intent to impersonate that person;
 - II. use the username or password of any person other than yourself without authorization; or
 - III. use a username that we, in our sole discretion, deem offensive.
- d. InmatePhotoProvider.com is an Internet service (the "Service"). "You" or "Your" means an adult user of the Service for yourself, and you as parent or guardian for any child under the age of 13 who you expressly invite to join or use this Service, for whom you will be liable and held strictly responsible. The Service is generally intended for use by adults. If you invite a minor child to join or use these Services, you are responsible for monitoring the child's activity on the Service.
- e. We hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available at the website of GetNetWise (<http://kids.getnetwise.org>) and OnGuard Online (<http://onguardonline.gov/>). Please note that InmatePhotoProvider.com does not endorse any of the products or services listed at such sites.
- f. Before you continue you should print off, and save a local copy of the Universal Terms for your personal records and future reference.

3. Third Party Content, Sites and Services

The Inmate Photo Provider site and Content available through the Service may contain features and functions that may link you or provide you with access to third party content which is completely independent of Inmate Photo Provider including websites, directories, servers, network systems, information and databases, applications, software, products or services, and the Internet as a whole.

Your interactions with organizations and/or individuals found on or through the Service, including payment and delivery of goods or services, and any other terms, conditions, warranties or representatives associated with such dealings are solely between you and such organizations and/or individuals. You should make whatever investigations you feel necessary and/or appropriate before proceeding with any online or offline transaction with any of these



third parties. You agree that Inmate Photo Provider shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings. If there is a dispute between participants on this site, or between users and third parties, you understand and agree that Inmate Photo Provider is under no obligation to become involved. In the event that you have a dispute with one or more other users, you hereby release Inmate Photo Provider, its officers, employees, agents and successors in rights from claims, demands and damages (actual and consequential) of every kind of nature known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our Service. If you are California resident, you waive California Civil Code Section 1542, which says; "A general release does not extend to claims which the creditor does not know or suspect to exist in his/her favor at the time of executing the release, which, if known by him/her must have materially affected his/her settlement with the debtor".

4. Provision of Services by Inmate Photo Provider

- a. Inmate Photo Provider has subsidiaries and affiliated legal entities around the world ("Subsidiaries and Affiliates"). Sometimes, these companies will be providing the Services to you on behalf of Inmate Photo Provider itself. You acknowledge and agree that Subsidiaries and Affiliates will be entitled to provide the Services to you.
- b. Inmate Photo Provider is constantly innovating in order to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the Service which Inmate Photo Provider provides may change from time to time without prior notice to you.
- c. As part of this continuing innovation, you acknowledge and agree that Inmate Photo Provider may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally at Inmate Photo Provider's sole discretion, without prior notice to you. You may stop using the Service at any time. You do not need to specifically inform Inmate Photo Provider when you stop using the Services.
- d. You acknowledge and agree that if Inmate Photo Provider disables access to your account, you may be prevented from accessing the Services, your account details, or any files or other content which is contained in your account.
- e. You acknowledge and agree that while Inmate Photo Provider may not currently have set a fixed upper limit on the number of transmissions you may send or receive through the Services or on the amount of storage space used for the provision of any Services, such fixed upper limits may be set by Inmate Photo Provider at any time, at Inmate Photo Provider's discretion.

5. Privacy and Information Disclosure

Inmate Photo Provider has established a Privacy Policy to explain to users how their information is collected and used, which is located at the following web address:

www.inmatephotoprovider.com.

Your use of the Inmate Photo Provider website or the Services acknowledgement of, and agreement, to our Privacy Policy. You further acknowledge and agree that Inmate Photo Provider may, in its sole discretion, preserve or disclose your Content, as well as your information, if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: comply with legal process; enforce the Terms of Use (TOU); respond to claims that any Content violates the rights of third parties; respond to claims that contact information (i.e., phone number, street address) of a third party has been posted or transmitted without their consent or as a form of harassment; protect the rights, property, or personal safety of Inmate Photo Provider, its users or the general public. Please review our



Privacy Policy. For any questions or comments concerning our Privacy Statement, please send an email to us at info@inmatephotoprovider.com.

6. Conduct

You agree not to post, email, or otherwise make available Content:

- a. that is unlawful, harmful, threatening, abusive, harassing, defamatory, libelous, invasive, of another's privacy, or is harmful to minors in any way;
- b. that is pornographic or depicts a human being engaged in actual sexual conduct including, but not limited to: (1) sexual intercourse, including genital- genital, oral anal, whether between persons of the same or opposite sex, or (2) bestiality, or (3) masturbation, or (4) sadistic or masochistic abuse, or (5) lascivious exhibition of the genitals or pubic area of any person;
- c. that harasses, degrades, intimidates or is hateful toward an individual or a group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability;
- d. that violate any applicable laws or regulations; or that violate any applicable Federal or State Correctional Institution's laws or regulations;
- e. that violates federal, state, local, equal employment opportunity laws, including but not limited to stating in any advertisement for employment a preference or requirement based on race, color, religion, sex, national region, age or disability;
- f. with respect to employers that employ four or more employees, that violates the Anti-Discrimination Provision of the Immigration and Nationality Act, including requiring U.S. citizenship or lawful permanent residency (green-card status) as a condition for employment, unless otherwise required in order to comply with law, regulation, executive order, or federal, state, or local government contracts;
- g. that impersonates any person or entity, including but not limited to: Inmate Photo Provider employees, or falsely states or otherwise misrepresents your affiliation with a person or entity (this provision does not apply to Content that constitutes lawful non-deceptive parody of public figures);
- h. that includes personal or identifying information about another person without that person's explicit consent;
- i. that is false, deceptive, misleading, deceitful, misinformative, or constitutes "bait and switch";
- j. that infringes any patent, trademark, trade dress, trade secret, copyright or other proprietary rights of any party, or Content that you do not have a right to make available under any law or under contractual or fiduciary relationships;
- k. that constitutes or contains "affiliate marketing", "spam", "link referral code", "junk mail", "chain letters", "pyramid schemes", or unsolicited commercial advertisement;
- l. that constitutes or contains any form of advertising or solicitation if; posted in areas of the Inmate Photo Provider sites which are not designated for such purposes; or emailed to Inmate Photo Provider users who have not indicated in writing that it is okay to contact them about other services, products or commercial interest;
- m. that includes links to commercial services or websites, except as allowed in "Services";
- n. that advertises any illegal service or the sale of any items the sale of which is prohibited or restricted by any applicable law, including without limitation items the sale of which is prohibited or regulated by Arkansas law;
- o. that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;



- p. that disrupts the flow of dialogue with an excessive amount of Content (flooding attack) to the Service, or that otherwise negatively affects other users ability to use the Service; or
- q. that employs misleading email addresses, or forged headers or otherwise manipulated identifiers in order to disguise the origin of Content transmitted through the Service;
- r. contact anyone who has asked not to be contacted, or make unsolicited contact with anyone for any commercial purpose; or "Stalk" or otherwise harass anyone;
- s. to provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the U.S. Government as a foreign terrorist organization pursuant to Section 219 of the Immigration and Nationality Act;
- t. Collect personal data about other users for commercial or unlawful purposes;
- u. use automated means, including spiders, robots, crawlers, data mining tools, or the like to download data from the Service unless expressly permitted by Inmate Photo Provider;
- v. post the non-local or otherwise irrelevant Content, repeatedly post the same or similar content or otherwise impose an unreasonable or disproportionately large load or infrastructure;
- w. post the same item or service in more than one classified category or forum, or in more than one metropolitan area;
- x. attempt to gain unauthorized access to Inmate Photo Provider's computer system or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of, the Service or the Inmate Photo Provider website(s); or
- y. use any form of automated device or computer program that enables the submission of postings on Inmate Photo Provider without each posting being manually entered by the author thereof (an "automated posting service"), including without limitation, the use of any such automated posting device to submit postings in bulk, or for automatic submissions of postings at regular intervals;
- z. use any form of automated device or computer program (flagging tool) that enables the use of Inmate Photo Provider "flagging system" or other community moderation system without each flag being manually entered by the person that initiates the flag (an "automated flagging device") or use the flagging tool to remove post of competitors, or to remove post without a good faith belief that the post being flagged violates these Terms of Use;

Even though all the actions described above are strictly prohibited, it is possible that another user may violate these policies and that you may become exposed to material of the type described above. You waive your right to any damages, whether from us or from any third party, arising from or related to such exposure.

7. **Posting Agents**

A "Posting Agent" is a third party agent, service or intermediary that offers to post Content to the Service on behalf of others. To moderate demands on Inmate Photo Provider resources, YOU MAY NOT USE A POSTING AGENT TO POST CONTENT TO THE SERVICE WITHOUT EXPRESS PERMISSION OR LICENSE FROM IPP. Correspondingly, Posting Agents are not allowed to post content on behalf of others, to cause Content to be posted, or otherwise access the Service to facilitate posting Content on behalf of others, except with express permission or license from Inmate Photo Provider.



8. **No Spam Policy**

You understand and agree that sending unsolicited email advertisements to Inmate Photo Provider email addresses or through Inmate Photo Provider computer systems, which is expressly prohibited by these Terms, will use or cause to be used servers located in California. Any unauthorized use of Inmate Photo Provider computer systems is violation of these Terms and certain federal and state laws, including without limitation the Computer Fraud and Abuse Act (18 U.S.C. as 1030 et se) Section 502 of the California Penal Code Section 17538.45 of the California Business and Professions Code. Such violations may subject the sender and his/her agents to civil and criminal penalties.

9. **Paid Postings**

We may charge a fee to post Content in some area of the Service. The fee is an access fee permitting content to be posted in a designated area. Each party posting Content to the Service is responsible for said Content and compliance with the TOU. All fees paid will be non-refundable in the event that Content is removed from the Service for violating the TOU.

10. **Limitations on Service**

You acknowledge that Inmate Photo Provider may establish limits concerning use of the Service, including the number of days the Content will be retained by the Service, the maximum number and size of postings, email messages, or content that may be transmitted or stored by the Service, and the frequency with which you may access the Service. You agree that Inmate Photo Provider has no responsibility or liability for the deletion or failure to store any Content maintained or transmitted by the Service. You acknowledge that www.inmatephotoprovider.com reserves the right at any time to modify or discontinue the Service, (or any part thereof) with or without notice, and that Inmate Photo Provider shall not be liable to you or any third party for any modification, suspension or discontinuance of the Service.

11. **Service Availability**

We employ reasonable measures to try to ensure that the Service is available on a 24 hours a day, 7 days a week basis. However, there will be occasions when the Service will be interrupted for maintenance, upgrades for emergency repairs or do to the failure of telecommunications links or equipment or other circumstances that are beyond our control.

Reasonable steps will be taken by us to minimize such disruption where it is within the reasonable control of Inmate Photo Provider. From time to time, and without notice to you, Inmate Photo Provider may add or delete certain features or functions from the Service we provide. You agree that Inmate Photo Provider shall not be liable to you for any modification, suspension or discontinuance of the Service.

12. **Your Password & Account Security**

- a. You agree and understand that you are responsible for maintaining the confidentiality of the passwords associated with any account you use to access the Services.
- b. Accordingly, you agree that you will be solely responsible to Inmate Photo Provider for all activities that occur under your account.
- c. Note that you will never be required to reveal your password to any representatives or agents of Inmate Photo Provider or its affiliates.
- d. You agree to notify us immediately by regular mail or by email here (at www.inmatephotoprovider.com) of any known or suspected unauthorized use(s) of your account, username or password, or of any known or suspected breach of security involving your account, including the loss, theft or unauthorized disclosure of your username, password or other account information (including your credit card information).



13. Content in the Service

- a. You understand that all information (such as data files, written text, computer software, music, audio files, or other sounds, photographs, videos or other images) which you may have access to as part of, or through your use of, the Services are the sole responsibility of the person from which such content originated. All such information is referred to below as the "Content".
- b. You should be aware that Content presented to you as part of the Services, including but not limited to advertisements in the Services and sponsored Content within the Services may be protected by intellectual property rights which are owned by the sponsors or advertisers who provide that Content to www.inmatephotoprovider.com (or by other persons or companies on their behalf). You may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Content (either in whole or in part) unless you have been specifically told that you may do so by Inmate Photo Provider by the owners of that Content, in a separate agreement.
- c. Inmate Photo Provider reserves the right (but shall have no obligation) to prescreen, review, filter, modify, refuse or remove any or all Content from any Services, Inmate Photo Provider may provide tools to filter out explicit sexual content. In addition there are commercially available services and software to limit access to material that you find objectionable.
- d. You understand that by using the Services you may be exposed to Content that you may find offensive, indecent or objectionable and that, in this respect, you use the Services at your own risk.
- e. You agree that you are solely responsible for (and that Inmate Photo Provider has no responsibility to you or to any third party for) any Content that you create, transmit or display while using the Services and for the consequences of your actions (including any loss or damage which Inmate Photo Provider may suffer) by doing so.

14. Property Rights

- a. You acknowledge and agree that Inmate Photo Provider or (Inmate Photo Provider's licensors) own all legal right, title and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further acknowledge that the Services may contain information which is designated confidential by Inmate Photo Provider and that you shall not disclose such information without Inmate Photo Provider's prior written consent.
- b. Unless you have agreed otherwise in writing with Inmate Photo Provider nothing in the Terms gives you a right to use any of Inmate Photo Provider's trade names, trademarks, service marks, logos, domain names and other distinctive Brand features.
- c. If you have been given an explicit right to use any of these Brand features in a separate written agreement with Inmate Photo Provider then you agree that your use of such features shall be in compliance with that agreement, any applicable provisions of the Terms, and Inmate Photo Provider Brand feature use guidelines as updated from time to time. These guidelines can be viewed online at www.inmatephotorovider.com.
- d. Other than the limited license set forth in Section 17, Inmate Photo Provider acknowledges and agrees that it obtains no right, title or interest from you (or your licensors) under these Terms in or to any Content that you submit, post or transmit, or display on, or through, the Services including any intellectual property rights which subsist in that Content (whether those rights happen to be registered or not, wherever in the world those rights may exist). Unless you have agreed otherwise in writing with



Inmate Photo Provider, you agree that you are responsible for protecting and enforcing those rights and that Inmate Photo Provider has no obligation to do so on your behalf.

- e. You agree that you shall not remove, obscure or alter any proprietary rights or notices (including copyright and trade mark notices) which may be affixed to or contained within the Services.
- f. Unless you have been expressly authorized to do so in writing by Inmate Photo Provider, you agree that in using the Services, you will not use any trade mark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner, directors' or authorized user of such marks, name or logos.

15. License from Inmate Photo Provider

- a. Inmate Photo Provider gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by Inmate Photo Provider as part of the Services as provided to you by Inmate Photo Provider (referred to as the "software" below). This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by Inmate Photo Provider in the manner permitted by the Terms.
- b. You may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the software or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so by Inmate Photo Provider in writing.
- c. Unless Inmate Photo Provider has given you specific written permission to do so, you may not assign (or grant a sub-lease of) your rights to use the software, grant a security interest in or over your rights to use the software, or otherwise transfer any part of your rights to use the software.
- d. Use of the Service beyond the scope of authorized access granted to you by Inmate Photo Provider immediately terminates said permission or license. In order to collect, aggregate, copy, duplicate, display or make derivative use of the Service or any Content made available via the Service for other purposes (including commercial purposes) not stated herein you must first obtain a license from Inmate Photo Provider.
- e. Violation of the above limited license may result in immediate termination of your access to the Service, and may result in legal action for injunction, damages or both. The Service is not intended or licensed for commercial use and any and all commercial use of the Service for any purpose whatsoever is specifically prohibited. When you Post (as defined below) Content to the Service, you are granting us, and our affiliates, a limited license to host that Content as part of the Website to which it was submitted, to use that Content in connection with User Creations (as defined below) that you or other Members of that Website create using the Service (such as slideshows or photo prints), and to distribute that Content to individuals in accordance with the privacy setting.

16. Content License from You

- a. You retain copyright and any rights you already hold in Content which you submit, post or display on or through, the Services. By submitting, posting or displaying the content you give Inmate Photo Provider a perpetual, irrevocable, worldwide, royalty-free; and non-exclusive license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display, and distribute any Content which you submit, post or display on or through, the Services. This license is for the sole purpose of enabling Inmate Photo Provider to display, distribute and promote the Services and may be revoked for certain Services as defined in the Additional Terms of those Services.



- b. You agree that this license includes a right for Inmate Photo Provider to make such Content available to other companies, organizations or individuals with whom Inmate Photo Provider has relationships for the provision of syndicated services, and to use such content in connection with the provisions of those services.
- c. You understand that Inmate Photo Provider, in performing the required technical steps to provide the Services to our users, may (1) transmit or distribute your Content over various public networks and in various media; and (2) make such changes to your Content as are necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, services or media. You agree that this license shall permit Inmate Photo Provider to take these actions.
- d. You confirm and warrant to Inmate Photo Provider that you have all the rights, and power and authority necessary to grant the above license.

17. User Creations

The Service also permits Members to create and share various presentations, to create, share and/or order for personal use various items. By using the Service to create any type of User Creation, you agree that:

- a. You are solely responsible for your own User Creation and the consequences of posting it, to the extent applicable. If you create or Post any User Creation, you affirm, represent and warrant to us that; (1) you own or have the necessary rights, licenses, contents and permissions to use all patent, trade mark, trade dress, trade secret, copyright or other proprietary rights in and to any and all User Creations, and to authorize us to use - in accordance with the limited license above - the User Creations in connection with our provision of the Service in the ordinary course in the manner contemplated by these Terms and Conditions; and (2) you have the consent or the permission of, or have obtained a release from, each and every identifiable individual person in the User Creation to use that person's name or likeness as part of the User Creation and to Post the User Creation in the manner contemplated by these Terms and Conditions.
- b. Inmate Photo Provider permits you to link to your own User Creations hosted on the website or Member Creations of other third parties available on the Website, for personal, non-commercial purpose only.

18. Electronic Communications

When you visit Inmate Photo Provider or send emails to us, you communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by email or by posting notices on this site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in "writing.

19. Software updates

The Software which you use may automatically download and install updates from time to time from Inmate Photo Provider. These updates are designed to improve, enhance and further develop the Services and may take form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates and (permit Inmate Photo Provider to deliver these to you) as part of your use of the Services.

20. U.S. Government Restricted Rights

If you are an agency or instrumentality of the United States Government, any software documentation included in the Service are "commercial computer software" and "commercial computer software documentation", and pursuant to FAR 12.212 or DFARS 227.7202, and their successors, as applicable, use, reproduction and disclosure of such software and documentation are governed by these Terms.



21. Ending Your Relationship with Inmate Photo Provider

The Terms will continue to apply until terminated by either you or Inmate Photo Provider as set out below.

- a. If you want to terminate your legal agreement with Inmate Photo Provider you may do so by: (1) notifying Inmate Photo Provider at any time and (2) closing your accounts for all of the Services which you use, where Inmate Photo Provider has made this option available to you. Your notice should be sent in writing to the Inmate Photo Provider website address which is set out in these Terms.
- b. Inmate Photo Provider may at any time, terminate its legal agreement with you if: (1) you have breached any provisions of the Terms; (2) have acted in a manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms; (3) Inmate Photo Provider is required to do so by law (for example where the provision of the Services to you is, or becomes, unlawful; (4) the partner with whom Inmate Photo Provider offered the Services has terminated its relationship with Inmate Photo Provider or ceased to offer the Services to you; (5) Inmate Photo Provider is transitioning to no longer providing the Services to users in the country in which you are resident or from which you use the Services; (6) the provision of the Services to you by Inmate Photo Provider is in Inmate Photo Provider's opinion no longer commercially viable.
- c. Nothing in this Section shall affect Inmate Photo Provider's rights regarding provision of Services under Section [4] of these Terms.
- d. When these Terms come to an end, all the legal rights, obligations and liabilities that you and Inmate Photo Provider have benefited from, been subject to (or which have accrued over time while the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of paragraph [36. (g)] shall continue to apply to such rights, obligations and liabilities indefinitely.
- e. Termination of Services: you agree that Inmate Photo Provider in its sole discretion has the right (but not the obligation) to remove or deactivate your account, block emails or IP address, or otherwise terminate your access to or use of the service (or any part thereof), immediately and without notice, and remove and discard any Content within the Service, for any reason, including, without limitation, if Inmate Photo Provider believes that you have acted inconsistently with the letter or the spirit of the TOU. Further, you agree that Inmate Photo Provider shall not be liable to you or any third party for any termination of your access to the Service. You also agree not to attempt to use the Service after said termination.

22. Exclusion of Warranties

- a. Nothing in these Terms, including Sections [22-23] shall exclude or limit Inmate Photo Provider's warranty or liability for losses which may not be lawfully excluded or limited by applicable law. Some jurisdictions do not allow the exclusions of certain warranties or conditions or the limitation or exclusion of liability for loss or damaged caused by negligence, breach of contract or breach of implied Terms, or incidental or consequential damages, accordingly, only the limitations which are lawful in your jurisdiction will apply to you and our liability will be limited to the maximum extent permitted by law.
- b. You expressly understand and agree that your use of the Service is at your own risk and that the Services are provided "As is" and "As available".



- c. In particular, Inmate Photo Provider, its Subsidiaries and Affiliates, and its licensors do not represent or warrant to you that: (1) your use of the Services will meet your requirements; (2) your use of the Services will be uninterrupted, timely, secure or free from error; (3) any information obtained by you as a result of your use of the Services will be accurate or reliable; & (4) that defects in the operation or functionality of any Software provided to you as part of the Services will be corrected.
- d. Any material downloaded or otherwise obtained through the use of the Services is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or other device or loss of data that results from the download of any such material.
- e. No advice or information, whether oral or written, obtained by you from Inmate Photo Provider or through or from the Services shall create any warranty not expressly stated in the Terms.
- f. Inmate Photo Provider further expressly disclaims all warranties and conditions of any kind, whether express or implied, including, but not limited to the implied warranties and conditions of merchantability, fitness for a particular purpose and non-infringement.
- g. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, this limitation may not apply in part to you. If you are dissatisfied with any portion of this Web Service, or with any of these Terms of Use, your sole and exclusive remedy is to discontinue using this Web Service.

23. Limitations of Liability

Subject to overall provision in paragraph [22.(a)] you expressly understand that Inmate Photo Provider, its subsidiaries and affiliates, and its licensors shall not be liable to you for:

- a. Any direct, indirect, incidental, special, consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but not be limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, any loss of data suffered, cost of procurement of substitute goods or services, or other intangible loss;
- b. Any loss or damage which may be incurred by you, including but not limited to loss or damage as a result of;
- c. Any reliance placed by you on the completeness, accuracy or existence of any advertising, or result of any relationship or transaction between you and any advertiser or sponsor whose advertising appears on the Services;
- d. Any changes which Inmate Photo Provider may make to the Services or for any permanent or temporary cessation in the provision of the Services (or any features within the Services).
- e. The deletion or corruption of or failure to store any Content and other communications data maintained or transmitted by or through your use of the Services;
- f. Your failure to provide Inmate Photo Provider with accurate account information;
- g. Your failure to keep your password or account details secure and confidential;
- h. The limitations on Inmate Photo Provider's liability to you in paragraph [23] above shall apply whether or not Inmate Photo Provider has been advised of or should have been aware of the possibility of any such losses arising.

24. Copyright and Trade Mark Policies



- a. All brand, product and service names, including any images or logos, used in conjunction with this Service which identify Inmate Photo Provider or its affiliates or any third parties or their respective products or services, are, in each case, proprietary marks of Inmate Photo Provider and/or the relevant third parties. Nothing in this Service shall be deemed to confer on any person any license from Inmate Photo Provider or any third party with respect to any such brand, product or service name, image or logo.
- b. It's Inmate Photo Provider's policy to respond to notices of alleged copyright infringement that comply with applicable international intellectual property law (including, in the United States, the Digital Millennium Copyright Act of 1998) and to terminating the accounts of repeat infringers. Details of Inmate Photo Provider's policies can be found at www.inmatephotoprovider.com.
- c. Inmate Photo Provider is committed to protecting copyrights and expects users of the Service to do the same. Inmate Photo Provider operates a trade mark complaints procedure in respect of Inmate Photo Provider advertising business details of which can be found at: www.inmatephotoprovider.com.

25. Advertisements

- a. Some of the Services are supported by advertising revenue and may display advertisements and promotions. These advertisements may be targeted to the content of information stored on the Services, queries made through the Services or other information.
- b. The manner, mode and extent of advertising by Inmate Photo Provider on the Services are subject to change without specific notice to you.
- c. In consideration for Inmate Photo Provider granting you access to and the use of the Services you agree that Inmate Photo Provider may place such advertising on the Services.
- d. We may provide opportunities for Users or Members of the Service to link to or buy services from third parties. Any third party sites to which a user or Member may be transferred, may be subject to terms and conditions which are different from the Terms and Conditions which apply to the Service.
- e. Inmate Photo Provider makes no warranty concerning any third party goods or services. You agree that your sole remedy for any dissatisfaction or problems you may have with regards to any third party goods or services you may order once you have been transferred away from the Service, will be from the third party vendor, and not from Inmate Photo Provider.

26. Other Content

- a. The Services may include hyperlinks to other websites or content or resources. Inmate Photo Provider may have no control over any websites or resources which are provided by companies or persons other than Inmate Photo Provider.
- b. You acknowledge and agree that Inmate Photo Provider is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such websites or resources.
- c. You acknowledge and agree that Inmate Photo Provider is not liable for any loss or damages which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on or available from such websites or resources.

27. Membership Fees & Payment

Please review (Service Agreement)



28. Forums

The Service may permit users to share their Submissions with other users, including but not limited to our user comment functionality, online image share feature and our public gallery, user forums and blogs (collectively, "Forums"). Some Forum participants may use anonymous screen names and may have no other connection with Inmate Photo Provider. A large volume of material is available in our Forums and Forum participants may occasionally post messages or make statements, whether intentionally or unintentionally, that are inaccurate, misleading or deceptive, and provide content that may be objectionable to you.

We neither endorse nor are responsible for such messages, statements, or content, or any opinion, advice, information or other utterance made or displayed on the Service by third parties, whether such third parties are users of the Service or others. The opinions expressed in the Forums reflect solely the opinions of the participants and may not reflect the opinions of Inmate Photo Provider. We are not responsible for any errors or omissions in articles or postings, for hyperlinks embedded in messages or for any results obtained from the use of such information.

Under no circumstances will Inmate Photo Provider, any of our affiliates, distributors, partners, licensors, advertisers or sponsors, and/or any of our directors, officers, employees, consultants, agents or other representatives be liable for any loss or damage caused by your reliance on such information obtained through the Service.

We may, but have no obligation to, monitor the Forums and any materials displayed, transmitted or otherwise made available on or through the Forums or otherwise through the Service.

Some features of the Service enable you to send and receive transmissions. You acknowledge and agree that Inmate Photo Provider has no responsibility or liability for any transmissions, and/or any content included in such transmissions, sent or received by you. Inmate Photo Provider reserves the right, in its sole discretion and at any time, to set limits on the number and size of any transmissions sent by or received through the Service and/or the amount of storage space available for transmissions or for any feature made through the Service.

29. Member Disputes

You are solely responsible for your interactions with other users or Members of the Service (including any Site Administrator), any subscriber to paid portions of the Service (a "Subscriber"), or any other third parties you may encounter in using the Service.

We reserve the right, but have no obligation, to monitor or to attempt to resolve any dispute or disagreement between you and other users, Members, Subscribers or third parties. We disclaim any liability to any User, Member or Subscriber to the Service or to any third party arising from or in connection with any such dispute.

30. Promotions

In addition to the terms and conditions of these Terms, any contests, sweepstakes, surveys, games or similar promotions (collectively "Promotions") made available through the Site may be governed by specific rules that are separate from this Agreement. By participating in any such Promotions, you will become subject to those rules, which may vary from the terms and conditions set forth herein. We urge you to review any specific rules applicable to a particular Promotion, which will be linked from such Promotion, and to review our Privacy Policy which, in addition to these Terms, governs any information you submit in connection with such activities. To the extent that the terms and conditions of such rules conflict with these Terms, the terms and conditions of such rules shall control.



31. Special Features

We may provide you with access to a feature (or features) where you can store birthdays, anniversaries and other key dates and details about family and friends, and we may send you email reminders of the personalized dates you have entered in this feature. We provide you with this feature as a convenience only, but we cannot guarantee that this feature will work accurately in all cases and/or at all times. We are not responsible or liable for any damages caused by your reliance on this feature, use of this feature and/or inability to use this feature.

32. Making Purchases

If you wish to purchase any products or services through the Service, we will ask you to supply certain information applicable to your purchase, including, without limitation, payment and other information. Any such information will be treated as described in our Privacy Policy. All information that you provide to us or our third party payment processor must be accurate, current and complete. YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT CARD(S) OR OTHER PAYMENT MEANS USED TO INITIATE ANY TRANSACTION. You also agree to pay all charges incurred by you or any users of your account and credit card(s) (or other applicable payment mechanism) at the prices in effect when such charges are incurred. You will also be responsible for paying any applicable taxes relating to your purchase(s). Verification of information applicable to a purchase may be required prior to our acceptance of any order.

Descriptions, images, references, features, content, specifications, products, price and availability of any products or services are subject to change without notice, and our current prices can be found on the Service. We make reasonable efforts to accurately display the attributes of our products, including the applicable colors; however, the actual color you see will depend on your computer system, and we cannot guarantee that your computer will accurately display such colors. The inclusion of any products or services on the Service at a particular time does not imply or warrant that these products or services will be available at any time. It is your responsibility to ascertain and obey all applicable local, state, federal and international laws (including minimum age requirements) in regard to the possession, use and sale of any item purchased through the Service. By placing an order, you represent that the products ordered will be used only in a lawful manner.

We reserve the right, with or without prior notice, to limit the available quantity of or discontinue any product or service, to honor, or impose conditions on the honoring of, any coupon, coupon code, promotional code or other similar promotions; to bar any user from making any or all purchase(s); and/or to refuse to provide any user with any product or service.

All items purchased from Inmate Photo Provider are made pursuant to a shipment contract. This basically means that the risk of loss and title for such items pass to you upon our delivery to the carrier.

33. Policy for Idea Submissions

Many of our customers are interested in submitting ideas and suggestions for products and services to be used at InmatePhotoProvider.com, either independently of, or in conjunction with, our internally developed concepts. We appreciate our customer's interest in improving the Service, however, please note that any such ideas or suggestions that you submit will be owned by InmatePhotoProvider.com and you hereby irrevocably assign any intellectual property rights in such ideas and suggestions to Inmate Photo Provider. In the event that the foregoing assignment is held to be ineffective for any reason, your ideas and suggestions will be treated as Submissions, subject to the license granted to Inmate Photo Provider in Section [13] of these Terms. If you intend to retain any intellectual property rights in your ideas and suggestions



(patent, trade secrets, copyright, trade mark, etc.) please do not submit them to us without our prior written approval. You can inquire regarding such approval by sending a letter to the address provided for InmatePhotoProvider.com. If we are interested in pursuing any idea or suggestion of yours, we will contact you. Please note that an additional legal agreement may be required by Inmate Photo Provider in order to evaluate your idea or suggestion.

34. Indemnity

You agree to indemnify, defend and hold us, our affiliates, distributors, partners, licensors, advertisers, sponsors, assigns, subsidiaries and successors, and our and their directors, officers, employees, consultants, agents and other representatives, harmless from and against any and all claims, damages, losses, cost (including reasonable attorney's fees and court cost) and other expenses that may arise directly or indirectly out of or from (a) your violation of the Terms of Use, your breach of any of the representations and warranties herein, or your violation of any rights of another; (b) your Submissions (ideas and suggestions) and/or any content you submit, post or make available through the Service, including your use of the Service and (c) your activities in connection with the Service (including, without limitation, any and all purchases).

35. Changes to the Terms

- a. Inmate Photo Provider may make changes to the Universal Terms or Additional Terms from time to time. When these changes are made Inmate Photo Provider will make a new copy of the changes available at www.inmatephotoprovider.com and any new Additional Terms will be available to you from within, or through the affected Services.
- b. You understand and agree that if you use the Services after the date on which the Universal Terms or Additional Terms have changed, Inmate Photo Provider will treat your use as acceptance of the updated Universal Terms or Additional Terms.

36. General Legal Terms

- a. Sometimes when you use the Services, you may (as a result of, or through your use of the Services) use a service or download a piece of software, or purchase goods, which are provided by another person or company. Your use of these other services, software or goods may be subject to separate terms between you and the company or person concerned. If so, the Terms do not affect your legal relationship with these other companies or individuals.
- b. The Terms constitute the whole legal agreement between you and Inmate Photo Provider and govern your use of the Service (but excluding any service which Inmate Photo Provider may provide to you under a separate written agreement), and completely replace any prior agreements between you and Inmate Photo Provider in relation to the Services.
- c. You agree that Inmate Photo Provider may provide you with notices including those regarding changes to the Terms, by email, regular mail, or postings on the Services.
- d. You agree that if Inmate Photo Provider does not exercise or enforce any legal right or remedy which is contained in the Terms (or which Inmate Photo Provider has the benefit of under any applicable law), this will not be taken to be a formal waiver of Inmate Photo Provider rights and that those rights or remedies will still be available to Inmate Photo Provider.
- e. If any court law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.



- f. You acknowledge and agree that each member of the group of companies of which Inmate Photo Provider is the parent shall be third party beneficiaries to the Terms and that such other companies shall be entitled to directly enforce, and rely upon, any provision of the Terms which confers a benefit on (or rights in favor of) them. Other than this no other person or company shall be third party beneficiaries to the Terms.
- g. The Terms and your relationship with Inmate Photo Provider under the Terms shall be governed by the laws of the state of Arkansas. Without regard to its conflict of laws provisions. You and Inmate Photo Provider agree to submit to the exclusive jurisdiction of the courts located within the county of Davidson to resolve any legal matters arising from the Terms. Notwithstanding this, you agree that Inmate Photo Provider shall still be allowed to apply for injunctive remedies (or an equivalent type urgent legal relief) in any jurisdiction.

37. Special Admonitions for International Use

Recognizing the global nature of the Internet, you agree to comply with all applicable local laws, including but not limited to those regarding online conduct, privacy, copyright and content. Specifically, and without limiting the foregoing, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

Software and material included in the Service may be subject to United States export controls. You will comply fully with all applicable export laws and regulations of the United States, including, without limitation, the U.S. Export Administration Regulations.

38. Site Policies, Modification & Severability

Please review our other policies, such as our Shipping and Returns Policy, posted on this site. These policies also govern your visit to Inmate Photo Provider. We reserve the right to make changes to our site, policies and these Terms of Use at any time. If any of these Terms shall be deemed invalid, void or for any reason unenforceable, that Term shall be deemed severable and shall not affect the validity and enforceability of any remaining Term(s).

TERMINATION OF AGREEMENTS & REFUNDS: Both the third party and ourselves have the right to terminate any Service Agreement for any reason, including the ending of services that are already underway. No refunds shall be offered, where a Service is deemed to have begun and is, for all intents and purposes, underway.

39. Jurisdictional Issues

The Service is controlled and operated by InmatePhotoProvider.com from the United States, and is not intended to subject InmatePhotoProvider.com to laws or jurisdiction of any state, country or territory other than that of the United States. Inmate Photo Provider does not represent or warrant that the Service or any part thereof is appropriate or available for use in any particular jurisdiction.

Those who choose to access the Service do so on their own initiative and at their own risk, and are responsible for complying with all local laws, rules and regulations. We may limit the Service's availability, in whole or in part, to any person, geographic area or jurisdiction we choose, at any time and in our sole discretion.

40. Miscellaneous

Except to the extent specifically provided above under "Special Admonitions for International Use", these Terms are governed by and construed in accordance with the laws of the State of Arkansas, United States of America, without regards to its principles of conflicts of law. You agree to submit to the exclusive jurisdiction of any State or Federal court located in the County of St. Francis, Arkansas, United States of America, and waive any jurisdictional, venue or



inconvenient forum objections to such courts. If any provisions of these Terms, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, such provisions shall be enforced to the maximum extent possible, or, if incapable of such enforcement, shall be deemed to be deleted from these Terms, and the remainder of these Terms and such provisions as applied to other persons, places and circumstances shall remain in full force and effect. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

This is the entire agreement between us relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements between us with respect to such subject matter. These Terms are not assignable, transferable or sub-licensable by you except with our prior written consent. These Terms may not be modified or amended except as set forth in the introductory section of these Terms. Any heading, caption or section title contained in these Terms is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof.

Questions regarding Other Terms of Use, Privacy Policy or other policy related material can be directed to our support staff by clicking on the "Contact Us" link in the side menu. Or you can email us at: info@inmatephotoprovider.com.

Additional correspondence can be sent via postal mail to:

IPP
Corporate Office
P.O. Box 2451
Forrest City, AR 72336

Thank You For Choosing Inmate Photo Provider

SEND PHOTOS & MONEY TO INMATES FROM YOUR PHONE WITH THE SIMPLE PUSH OF A BUTTON!