

**Terms of Service**  
**Agreement between User and Securus Documents, LLC**

PLEASE READ THESE TERMS & CONDITIONS OF USE AND THE SECURUS DOCUMENTS, LLC PRIVACY POLICY PRIOR TO ACCESSING OR USING THIS SITE

This website, <https://www.ehelpcard.com/> (the “Site”) is comprised of various web pages operated and managed by Securus Documents, LLC (“Securus”).

The Site is offered to users as conditioned upon acceptance of the terms, conditions, and notices contained herein, without modification or alteration (the “Terms”). Use of the Site constitutes agreement to all such Terms. Please read the Terms carefully and keep a copy of them for reference.

**A. Definitions**

The following defined phrases used in this Terms & Conditions of Use shall have the following meanings (unless otherwise expressly provided herein):

1. **LedgerChain Asset Vault**: an algorithm created by Securus Documents, LLC that creates a secure digital platform to store private information and assets in a cybersecure environment; built on Identity/Access Management (IAM), and S3 storage architecture.
2. **Data Custodian**: the individual(s) and/or entity procured by Securus that is responsible for curating data; curating data includes providing access to data, accurately storing, and retrieving data, ensuring data is held tamper proof, and logging all transactions for the data in perpetuity.
3. **Data Owner**: the individual(s) and/or entity that owns and takes responsibility for any and all data sent to, stored by, or otherwise held by Securus, including defining risk, access, form, and quality.
4. **Data Steward**: the individual(s) and/or entity responsible with data meaning and proper usage, usually from a legal lens; not concerned with data access or data form.

**B. Services:** Securus Documents, LLC provides the following services for their LedgerChain Asset Vault as long as the account holder remains “in good standing: 7x24x365 website access (can't control internet reliability); availability for data input, data updating, data changing, data file uploading/downloading and printing of all .pdf files. **ALL FILES TRANSFERED TO AND FROM THE ASSET VAULT MUST BE UNENCRYPTED.** Securus provides an initial storage size of 5 gigabytes. Additional storage is available for an added annual charge; rates are subjected to change

### **C. Privacy**

Any use of and access to the Site is subject to the Securus Documents, LLC Privacy Policy. Please review said Policy, which also governs the Site and informs users of data collection practices. Please be advised that Securus utilizes a third-party to verify identification of Data Owners, including a background check and official verification of government identification.

### **D. Electronic Communications**

Visiting the Site or sending emails to Securus constitutes electronic communications. Data Owners and other users of the Site hereby consent to receive electronic communications from Securus and agree that all such agreements, notices, disclosures, and other communications that are provided electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing. Securus Documents, LLC adheres to all Federal and/or State laws including the Computer Fraud & Abuse Act (CFAA) and Stored Communications Act (SCA).

### **E. Account Login and Access**

When using the Site to access data services, Data Owner hereby represents and warrants that they are the legal owner(s) of any data stored by Securus in the LedgerChain Asset Vault. Data Owners are responsible for maintaining the confidentiality of their account, userid & password and for restricting access to confidential materials on the computer. Data Owner agrees to accept responsibility for all activities that occur under their Securus account, userid & password. Data Owner may not assign or otherwise transfer account(s) to any other person or entity. Data Owner acknowledges that Securus is not responsible for third-party access to their account resulting from theft or misappropriation of the account, and Data Owner agrees to indemnify Securus on any loss cause by login to the account by anyone other than the Data Owner. Securus and its associates reserve the right to refuse or cancel service, terminate accounts, or remove content in its sole discretion.

### **F. Transfer of Asset Vault Data**

Securus will act as Data Custodian in perpetuity so long as an account is in good standing and the monthly or annual subscription rates are continuing to be paid. Data Owners and/or Data Stewards shall not be provided access to accounts if delinquent and must pay any arrears to access the information therein. Securus shall maintain all Data Owner accounts without payment for up to ninety (90) days, at which point it will be deleted from the LedgerChain Asset Vault and the account closed. Securus reserves the right and sole discretion to charge reasonable fees to Data Owners who wish to transfer or move their data from the LedgerChain Asset Vault to an alternative custodian.

Upon a notice of death of the Data Owner, all data within the asset vault account are frozen, no additional activity will be permitted. Once Securus has verified death data will be transferred at the direction of appropriate Courts or current Federal and/or State laws to designated Data Steward(s) or other authorized representatives of the Data Owner's estate. This entity will be subject to a third-party background check and verification of official government identification. If there are additional requirements such as court ordered reports or transaction logs, Securus will

provide them on a time & materials (T&M) cost rate of \$300/hour. Rates are subject to change without notice.

#### **G. Children Under Thirteen**

Securus and the Site do not knowingly collect, either online or offline, personal information from persons under the age of thirteen (13) years old. If a user of the Site is under the age of thirteen, they may only do so with permission of a parent or guardian.

#### **H. Links to Third-Party Sites and Third-Party Services**

The Site may contain links to other websites. These linked websites are not under the control of Securus and Securus is not responsible for the contents of any linked website, including but not limited to any link contained in a linked website or any changes or updates to a linked site. The Site provides third-party links only as a convenience, and the inclusion of any link does not imply endorsement by Securus of the website or any association with its operators.

Certain services made available via the Site are delivered by third-party websites and organizations (i.e., Amazon S3 Database). By using any product, service, or functionality originating from the Site, Data Owners hereby acknowledge and consent that Securus may share such information and data with any third party with whom Securus has a contractual relationship to provide the requested product, service, or functionality on behalf Securus

#### **I. No Unlawful or Prohibited Use/Intellectual Property**

Data Owners are granted a non-exclusive, non-transferable, revocable license to access and use the Site strictly in accordance with the Terms. As a condition of use, Data Owners and other users warrant to Securus that they will not use the Site for any purpose that is unlawful or prohibited by the Terms. Data Owners and other users may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. Data Owners and other users may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of Securus's services, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of Securus or its suppliers/associates and protected by copyright or other laws that protect intellectual property and proprietary rights. Data Owners and other users agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

Data Owners and other users will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or

in part, found on the Site. Securus content is not for resale. Use of the Site does not entitle a Data Owner or other user to make any unauthorized use of any protected content. Data Owners and other users will not delete or alter any proprietary rights or attribution notices in any content. Data Owners and other users will use protected content solely for personal use and will make no other use of the content without the express written permission of Securus and the copyright owner. Data Owners and other users agree that they do not acquire any ownership rights in any protected content through any use of the Site. Securus does not grant users any licenses, express or implied, to the intellectual property of Securus or our licensors except as expressly authorized by these Terms.

#### **J. International Users**

The Site is controlled, operated, and administered by Securus from its offices within the Commonwealth of Virginia, United States of America. If accessing the Site from a location outside the United States of America, Data Owners and other users are responsible for compliance with all relevant laws. All users agree not to use Securus content as accessed through the Site in any country or in any manner prohibited by any applicable laws, restrictions, or regulations.

#### **K. Indemnification**

Data Owners and other users agree to indemnify, defend, and hold harmless Securus, its officers, directors, employees, agents, and third parties, for any losses, costs, liabilities, and expenses (including reasonable attorney's fees) relating to or arising out of use of or inability to use the Site, violation of any of the Terms, violation of any rights of a third party, or violation of any applicable laws, rules, or regulations. Securus reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Data Owners and other users, in which event the Data Owner and/or other user(s) will fully cooperate with Securus in asserting any available defenses.

#### **L. Arbitration**

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction.

In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regard to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether

directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions,

#### **M. Liability Disclaimer**

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY MADE TO THE INFORMATION HEREIN. SECURUS DOCUMENTS, LLC AND/OR ITS SUPPLIERS/ASSOCIATES MAY MAKE IMPROVEMENTS OR CHANGES IN THE SITE AT ANY TIME.

SECURUS DOCUMENTS, LLC AND/OR ITS SUPPLIERS/ASSOCIATES MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. SECURUS DOCUMENTS, LLC AND/OR ITS SUPPLIERS/ASSOCIATES HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SECURUS DOCUMENTS, LLC AND/OR ITS SUPPLIERS/ASSOCIATES BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF SECURUS, LLC OR ANY OF ITS SUPPLIERS/ASSOCIATES HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

#### **N. Termination/Access Restriction**

Securus reserves the right, as Data Custodian and in its sole discretion, to terminate any Data Owner's or other user's access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the Commonwealth of Virginia. All parties hereby consent to the exclusive jurisdiction and venue of courts in the Commonwealth of Virginia in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

Data Owners and other users agree that no joint venture, partnership, employment, or agency relationship exists between themselves and Securus as a result of this agreement or use of the Site. Securus's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Securus's right to comply with governmental, court and law enforcement requests or requirements relating to use of the Site or information provided to or gathered by Securus with respect to such use. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Securus with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the user and Securus with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

#### **O. Changes to Terms**

Securus reserves the right, in its sole discretion, to change the Terms under which the Site is offered to clients. The most current version of the Terms will supersede all previous versions. Securus encourages all Data Owners and other users of the Site to periodically review the Terms to stay informed of updates.