

## **IITS Portable Device Hardware Requirements**

We would be remiss if we did not thoroughly address and acknowledge past growth issues, the reasons those issues occurred, and what we have done to rectify them.

We began partnering with WADOC in March of 2010 and have had a mutually respectful relationship, while at the same time continuing to innovate. Our JPay solutions, from money transfer to our media products (music, email, games, video visitation, video grams, education) were the first of their kind to enter the US prison marketplace. You led the industry as an early adopter of these services for the benefit of your incarcerated. Together we worked through product and service processes, addressed security items, and most importantly, worked as partners for a common goal. In essence, WA DOC was our “sandbox, and has enabled us to deliver the mature media solutions that are industry leading, and the results and popularity of our products speak for themselves. Given how hard we’ve worked, it’s no wonder how others in the industry are trying to mimic these results but can’t.

As you know, JPay was acquired by Securus Technologies, as a result, we have begun investing more capital to expand our systems, scalability and support structures to continue being the industry leader for the next 10 years. The result of this union is our new JP6 Tablet, with expanded support and the infrastructure designed to help it prosper. Given the massive support by Securus, we are now in a position build upon what has already been the most successful tablet program, while solving the gaps that we mutually recognized.

We are so proud to say the partnership between JPay and WA DOC, working together to expand capabilities and services, was worth it. We want WA DOC, your incarcerated persons and their family to benefit from going through this process with us. We feel confident saying that you and your constituents have helped us to create a world-class product that will survive the rigors of a prison environment.

Our hope is that WADOC will view our past performance favorably and understand that innovation is a process, a partnership. Again, we are thankful for the partnership we have had with your agency since 2010 and hope to earn your trust for many years to come.

Respond to each item below.

1. **Portable Devices must be encased in a see-through corrections grade plastic or composite material. Describe how Vendor will meet this requirement.**

**Vendor's response:**

**SECURUS HAS READ, UNDERSTANDS AND WILL COMPLY WITH THIS REQUIREMENT.**

All of our tablet devices were made for a corrections environment including our proposed new JP6 tablet that is enclosed in a rugged, clear, and corrections-grade casing.

Features:

- Ruggedized casing
- High strength, impact-resistant security glass w/ integrated screen protector
- Barrel charge port
- Pogo pin connector
- Secure Wi-Fi
- Built-in FM Radio Receiver

Specs:

- Internal Storage: 32 GB
- CPU: MT8163 - Quad core cortex A9  
Frequency 1.3G, 64bit CPU
- Resolution: 1280 x 800
- Dimensions: (L x W x H) 7.8" x 5" x 0.61"
- Weight: 17.2 Oz
- Battery: Lithium - 500 cycles, includes temperature sensor
- Dual Wi-Fi Bands (2.4GHz and 5GHz)

Environment Features:

- Operating Temperature Range: 50° F to 110° F (10° C to 43° C)
- Storage Temperature Range: -40° F to 150° F (-40° C to 65° C)
- Humidity: 95% RH (relative humidity), non-condensing



**2. List available Portable Device accessories (e.g. earbuds).**

**Vendor's response:**

**SECURUS HAS READ, UNDERSTANDS AND WILL COMPLY WITH THIS REQUIREMENT.**

Securus offers a pair of earbuds, a power adaptor with accompanying USB cord, and a User Start Guide as our standard portable device accessories. Incarcerants have the option of purchasing additional accessories (upon DOC approval), including:

- Flexible keyboard – Plugs directly into tablet and is great for writing emails and typing documents for education assignments. It also rolls up for easy storage.
- Over-the-ear headphones – Large, clear headphones that are placed over the ear with an adjustable headband and dark plush padding. Has a 6 ft. cord.

**3. The Portable Device must be the latest hardware offered by the Vendor. Vendor must offer new models when they become available and must keep the system infrastructure up-to-date to accommodate the needs of any new hardware. Additionally, older, refurbished, or used models should be available even after newer models are released, but should not be offered at the same price as new models. Acknowledge Vendor's acceptance of this requirement.**

**Vendor's response:**

**SECURUS HAS READ, UNDERSTANDS AND WILL COMPLY WITH THIS REQUIREMENT.**

Securus acknowledges and accepts this requirement.

**4. The Portable Device must allow for state-of-the-art services while incorporating security features that do not allow incarcerants to have access to core device settings. It must allow for additional applications and features including the ability to incorporate other vendor or DOC incarcerant services. Describe how Vendor will meet this requirement.**

**Vendor's response:**

**SECURUS HAS READ, UNDERSTANDS AND WILL COMPLY WITH THIS REQUIREMENT.**

Our JP6 tablet uses a highly secure and updated version of the Android OS, complete with multiple layers of software security including a secure (locked) bootloader, secure Linux kernel, mortality timer, and a unique RFID. Hardware security features include a corrections-grade logic board and a highly secure USB port.

In terms of additional applications, in the past, Securus and JPay had previously worked with the DOC in order to establish additional software upgrades and applications to incorporate higher security features on our tablet devices. For instance, a prior security gap occurred when an incarcerant was able to store an unauthorized media file outside the designated storage folder, JPay implemented the following security protocols:

- **Digitally Signed Content and Applications:** All of JPay's applications, media, and files (include signing all third party and help files) require a digital signature in order to verify the authenticity of all the digital content on our tablet devices. With digital

signatures, JPay can identify if any content on a tablet has been forged or tampered with.

- **White-Listing Stored Files:** With this new protocol, a security issue concerning the ability to save a file containing a media file extension (such as .mp3, .mp4, .jpg) outside its designated folder was corrected. Currently any file found outside its designated folder with a media extension has to be digitally signed.
- **Mortality Lock:** Today, all JPay tablets have a security feature called the mortality lock which requires incarcerants to sync their tablets to the kiosk every 30 days (or “X” amount of days as requested by the DOC) to ensure all regular updates including important security updates are pushed to the tablet. JPay is able to detect and flag a tablet when the mortality lock has been compromised. This is indicated by the clock resetting on the tablet. A red lock will appear on the incarcerant’s tablet with a message “Device locked. Contact JPay to unlock and sync the device.” Once the tablet is synced to the kiosk, a message will alert the incarcerant to contact JPay to unlock the device. The incarcerant will not be able to use the tablet until the tablet has been evaluated by JPay. If suspicious behavior is detected, JPay will contact the DOC to inspect the tablet.
- **Search and Destroy Application:** The Search and Destroy application scans the tablet device’s external storage files. If any file is found that is not signed by JPay, the file will be deleted. Files that are removed by the Search and Destroy application will be read by the inmate kiosk and a record of this event will be stored in our database.

5. **Each Portable Device must require consent to DOC terms prior to use. The terms will inform the incarcerant that DOC personnel may monitor usage and restrict service, and that use of the Portable Device constitutes consent to these conditions. The terms should be written in both English and Spanish. Describe how Vendor will meet this requirement.**

**Vendor’s response:**

**SECURUS HAS READ, UNDERSTANDS AND WILL COMPLY WITH THIS REQUIREMENT.**

Securus and JPay require all incarcerants to agree to our standard terms and conditions prior to using any of our services and equipment. Typically, an incarcerant would receive their tablet and in order to activate it, would need to connect it to an inmate kiosk where they would be prompted to agree to the terms. Currently, our standard terms include the following verbiage in regards to monitored usage:

“You are permitted to use only those Services that you are authorized to use under the jurisdictional administrative regulations applicable to you. ALL EMAIL, CORRESPONDENCE, AND COMMUNICATIONS, INCLUDING VIDEO VISITS, BETWEEN YOU AND OTHERS IN CONNECTION WITH YOUR USE OF THE SERVICES ARE SUBJECT TO MONITORING, RECORDING, INTERCEPTION AND DISCLOSURE, AND ARE NOT PROTECTED BY ATTORNEY-CLIENT PRIVILEGE. All emails, including email attachments, are monitored and reviewed by

the correctional facility where you reside, or by JPay at the request of the correctional facility.”

Our terms include both English and Spanish versions.

**6. List all specifications for the Portable Devices including processor type, OS, screen size, resolution, screen technology, processor, memory, storage, features, etc.**

**Vendor’s response:**

**SECURUS HAS READ, UNDERSTANDS AND WILL COMPLY WITH THIS REQUIREMENT.**

## The JP6 Tablet

Securus is proposing the JP6 tablet that is enclosed in a rugged, clear, and corrections-grade casing for incarcerant use.

### Features:

- Ruggedized casing
- High strength, impact-resistant security glass w/ integrated screen protector
- Barrel charge port
- Pogo pin connector
- Secure Wi-Fi
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### Specs:

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- Battery: Lithium - 500 cycles, includes temperature sensor
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### Environment Features:

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## Command & Control Officer Tablets

For WA DOC facility staff and officers, Securus will roll out Officer Tablets. Securus' unmatched Command & Control Officer Tablets will enable facility staff to easily control who gets a tablet, when the offender can use it and what is on it.

The Officer tablets will be provided at the POD level or as required by your facility. Officers will be able to close out or activate individual applications by offender or across multiple users. Additionally, an officer will be able to deactivate all tablet functions by offender, group of offenders or all offenders under his control - all in real time..

Facility staff will have the ability to shut down applications and tablet access by offender, group of offenders or the entire system. This will provide administrative control for overall safety and security. Command & Control officer tablets will allow designated facility personnel to remove any or all tablet functionality, which may be used as a means of discipline.

The Command and Control tablet will allow your facility to control and offer required and optional services to offenders in an easy, efficient and cost-effective way; all while promoting positive offender productivity and betterment. Securus again proves its dedication to partnering with corrections to modernize incarceration and connect what matters.

The Officer Tablet will give agency staff complete control. Authorized staff will be able to post notices, policies, and procedures for users to view. Communications will be able to be sent to individual, group of, or all tablets. Availability of applications can be scheduled or restricted based on the unique needs of an agency.

The Purpose of Officer Command & Control Tablets:

- Lookup details for an offender tablet
- Check offender eligibility for a tablet
- Assign/Reassign Community Tablets
- Place application availability restrictions
- Perform behavior modifications
- Send messages/notifications to offenders

### Behavior Modification

The ability to remotely behavior modify an offender tablet via the Officer Tablet will allow for an added level of safety and security, by removing the need for facility staff to interact physically with an offender in order to control applications on a tablet, a group of tablets, or an entire facility of tablets.

The Scheduled Behavior Modification feature will allow authorized users to elect to have the request expire:

- Until manually changed by the user or someone with authorized permission
- Within "X" number of hours / days / weeks / months
- Until a selected Date / Time

## Eligibility Check

Eligibility will allow authorized users to:

- Determine if an offender is eligible to receive a tablet
- Provide an explanation of ineligibility
- Provide the ability to place an offender on the eligibility or ineligibility list

## Availability Restrictions

The Availability Restrictions feature will allow authorized users full control over when applications are available.

The ability to create application schedules to allow select applications to be active or inactive based on:

- Days of week
- Time of day
- Both days of week and time of day

Availability Restrictions may be activated for:

- Specific housing location(s) of tablets
- Entire facility of tablets

Availability Restrictions are designed to be customizable to fit the needs of your facilities scheduled events, such as Commissary distribution times, meal times, count times, etc.

## Messages

The Messages feature will provide authorized users the ability to have critical information and notifications regarding the status of all tablets. Messages will be sent using the Services application. The Services application will give offenders access to real-time notices from a facility's authorized staff. Officers, with the correct permissions, will be able to send one-way notifications to a specific offender tablet or group of tablets. This will improve WA DOC's ability to communicate important information to a single offender, group of offenders, or the entire incarcerated population.

Services Application:

1. Will provide a way for WA DOC to display news on tablets
2. Will provide a direct line of communication between staff and offenders

## Roles and Permissions

Roles and Permissions feature on the Command & Control Officer tablets will support the ability to limit or restrict certain privileges.

Officer Tablets will be configurable by WA DOC designated Administrator(s), via the Administrator Tablet, to allow for hierarchical support structures. An Administrator's Tablet will be able to allow or deny certain privileges to other Officer Tablets accordingly.

Predefined Roles and Permissions, or the creation of customized facility Roles and Permissions, will make it even easier to assign certain privileges to designated staff Officer Tablets.

- 7. The Portable Device must display the incarcerant's DOC number or unique incarcerant identifier upon start up or query. Describe how Vendor will meet this requirement.**

**Vendor's response:**

**SECURUS HAS READ, UNDERSTANDS AND WILL COMPLY WITH THIS REQUIREMENT.**

When an inmate first activates their tablet by connecting it to the inmate kiosk or via a wireless connection, the tablet is credentialed to the inmate and the inmate ID and name will be displayed on the device as their startup screen.

- 8. For security and to deter theft, Portable Devices must be periodically synced by the incarcerant owner or become nonfunctional. Describe how Vendor will meet this requirement.**

**Vendor's response:**

**SECURUS HAS READ, UNDERSTANDS AND WILL COMPLY WITH THIS REQUIREMENT.**

Non-wireless tablets have security timers that track the number of days since the tablet was last connected to the inmate kiosk. Through the Mortality Lock feature if the device is not connected to the inmate kiosk within a specified number of days (customizable to the DOC's preference), it will lock and become unusable until it syncs with an inmate kiosk again

Wireless tablets, such as the new JP6, can be set to lock if they are not detected by the Wi-Fi network for more than a specified number of days (default is usually 30).

Additionally, Securus will be able to detect and flag a tablet when the mortality lock has been compromised. This is indicated by the clock resetting on the tablet. A red lock will appear on the incarcerant's tablet with a message "Device locked. Contact JPay to unlock and sync the device." Once the tablet is synced to the kiosk, a message will alert the inmate to contact JPay to unlock the device. Incarcerants will not be able to use the tablet until the tablet has been evaluated by JPay. If suspicious behavior is detected, JPay will contact the DOC to inspect the tablet.

- 9. Portable Devices must utilize high-capacity rechargeable batteries. Describe how Vendor will meet this requirement including technical specifications of the battery.**  
**Vendor's response:**

**SECURUS HAS READ, UNDERSTANDS AND WILL COMPLY WITH THIS REQUIREMENT.**

Securus' JP6 tablet utilizes high-capacity and rechargeable lithium ion batteries with a nominal capacity of 8000mAh/29.6Wh. The battery can last on one full charge for up to 20 hours before requiring a recharge even when playing music or video.

Securus has worked diligently with our tablet manufacturer to provide a high-capacity, rechargeable lithium battery. In the past, our tablets had issues with battery swelling and overheating which in turn would cause the tablet to malfunction. These issues have been addressed and our new JP6 tablets have the following upgrades:

1. Charge termination – The JP6 is programmed to stop charging after it reaches 100% battery charge (even when left plugged in).
2. Temperature sensor – The JP6 includes an internal sensor that detects excessive heat or cold and will shut down the tablet to prevent damage caused by extreme conditions.
3. Battery App – The JP6 is equipped with a core application that monitors the cycles (a cycle is the process of fully charging and discharging a battery) and usage of the battery. This assists in running diagnostics and providing relevant information when troubleshooting the incarcerant's tablet device. If an incarcerant has issues with a tablet that relates to its battery use, then the incarcerant can request help from an Inmate Support representative by plugging in their tablet device to an inmate kiosk and completing an Inmate Ticket request. Once plugged in, the Inmate Support representative would be able to view the battery's status through the Battery App. This will assist the representative in determining what the next step is in order to resolve the issue.

- 10. Vendor must have contractual rights to distribute digital media from major music labels or other entertainment fields to provide reasonable volume of acceptable media content. Vendor must maintain insurance to protect against charges of copyright infringement. Describe how Vendor will meet this requirement.**

**Vendor's response:**

**SECURUS HAS READ, UNDERSTANDS AND WILL COMPLY WITH THIS REQUIREMENT.**

Securus and JPay have contractual rights to distribute digital music through an innovative Atlanta-based digital music aggregator, Neurotic Media, LLC.

We have \$5,000,000 of liability protection against charges of copyright infringement under the Cyber Liability section of our insurance policy.

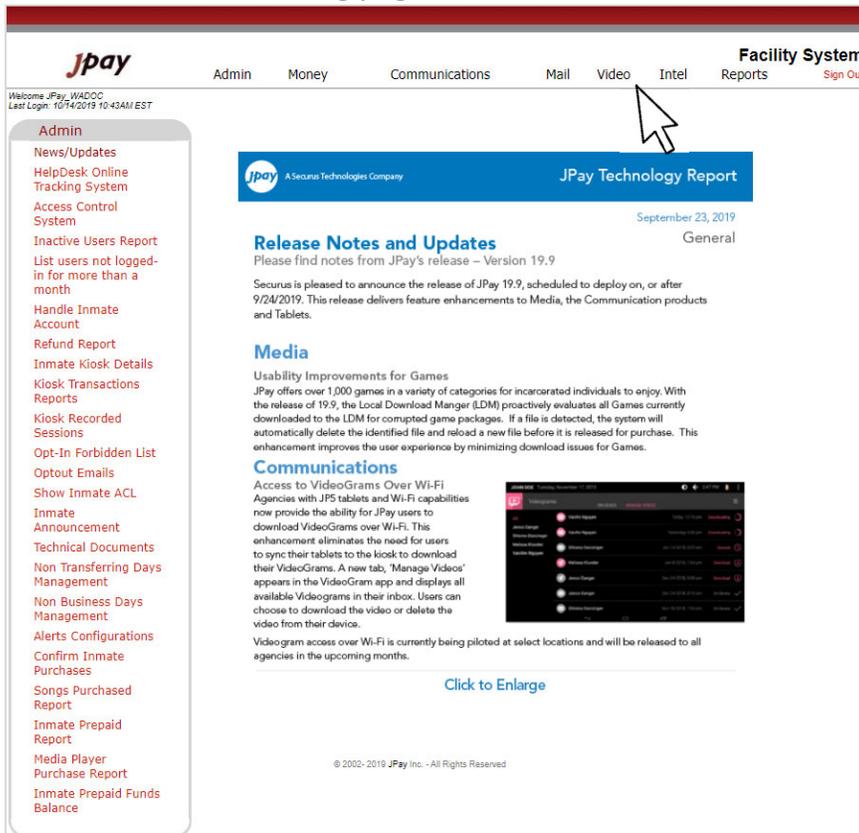
11. **Vendor must provide complete reports of incarcerant purchases and track the number, source and amount of deposits to incarcerant accounts when requested. Describe how Vendor will meet this requirement.**

**Vendor's response:**

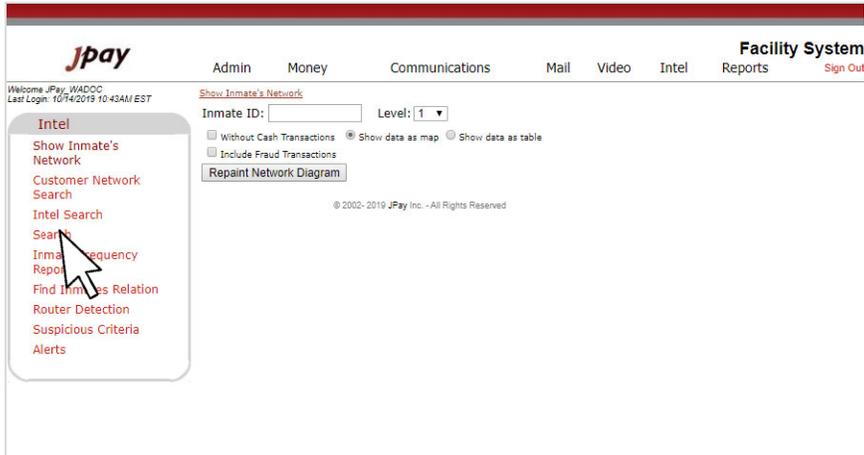
**SECURUS HAS READ, UNDERSTANDS AND WILL COMPLY WITH THIS REQUIREMENT.**

The DOC can access a report listing all purchases and transaction details for an incarcerant through the JPay Facility website by completing the following steps:

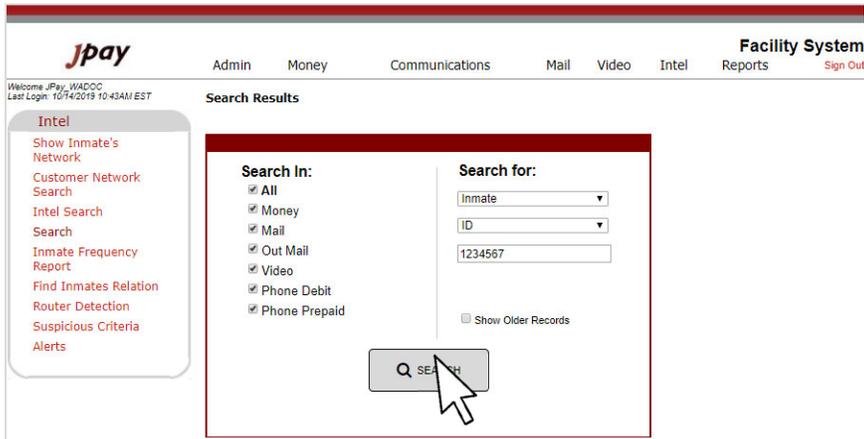
1. Logging into <https://facility.jpays.com>.
2. Under the default landing page, click on "Intel" (link is located at the top).



3. Then click on "Search" in the sub-menu on the left of the screen.



4. Select "All" under and enter the incarcerant's Inmate ID, then click the Search button at the bottom.



- The following screen will show results grouped into the available types of purchases within the incarcerated's location. In this instance, Money and Email is available. This information can also be exported into an Excel or PDF file.

The screenshot displays the Jpay Facility System interface. At the top, there are navigation tabs for Admin, Money, Communications, Mail, Video, Intel, and Reports. A user menu shows 'Welcome JPay, WADOC' and 'Last Login: 10/14/2019 10:45AM EST'. On the left, a sidebar menu includes options like 'Show Inmate's Network', 'Customer Network Search', 'Intel Search', 'Search', 'Inmate Frequency Report', 'Find Inmates Relation', 'Router Detection', 'Suspicious Criteria Alerts', and 'Sign Out'.

The main content area is titled 'Search Results' and includes an 'Export Results' dropdown menu set to '-Select Result Types'. Below this are 'From' and 'To' search fields and an 'EXPORT' button. The search results are categorized into several sections:

- Money Search Result:** Total record(s) found: 1, Page 1 of 1. A table shows one record for Inmate ID 118603, Recipient Name STEPHEN SMITH, Agency Washington State Department of Corrections, Facility Location P01, Transactions Amount 11, and Amount \$90.50.
- Mail Search Result:** Total record(s) found: 1. A table shows one record for Inmate ID 118603, Inmate Name STEPHEN SMITH, Agency Washington State Department of Corrections, Facility Location P01, Total Letters Sent 291, and Num Of Unique Senders 176.
- Out Mail Search Result:** Total record(s) found: 1. A table shows one record for Inmate ID 118603, Inmate Name STEPHEN SMITH, Agency Washington State Department of Corrections, Facility Location P01, Total Letters Sent 626, and Num Of Unique Customers 556.
- Video Search Result:** No result(s) found.
- Phone Search Result:** No result(s) found.
- Debit Transaction:** Total record(s) found: 0.
- Prepaid Transaction:** Total record(s) found: 0.

- Click the Inmate ID to view more details on the Money and Mail transactions including the:

- Date of transaction
- Location
- Transaction ID
- Customer ID
- Customer Name
- Amount
- Type of payment, etc.

**jpay** Admin Money Communications Mail Video Intel Facility System Reports Sign Out

Welcome jPay, WADCC  
Last Login: 10/14/2019 10:43AM EST

**Inmate Summary**

**Money**  
Deposit History  
Confirm / Cancel  
Confirmed Transactions  
Kiosk Activity  
Recap Report  
Search  
Weekly Deposit Report  
Monthly Totals Report

**Inmate Information**  
Inmate ID: 119803  
Name: STEPHEN SMITH  
Location: P01  
Facility: Washington State Department of Corrections  
Export To File

**Deposits**  
Page 1 of 2

Date	Location	TransID	CustomerID	Customer	Amount	Type	Batch	IP Address
09/07/2019	P01	105546288	24114882	Harold Jackson	\$10.00	Credit Card	03112	174.255.130.136
08/27/2019	P01	105067883	21582258	Jacque Riley	\$10.00	Credit Card	03102	12.154.105.172
08/10/2019	P01	104406156	23922367	Delese Ray	\$10.00	Credit Card	03085	74.133.166.56
11/19/2018	P01	93362479	21089196	Zakiya K Kennedy	\$3.50	Credit Card	02828	66.87.178.1
08/14/2018	P01	89323537	21612790	Jackie Hall	\$10.00	Credit Card	02733	71.31.5.253
08/14/2018	P01	89320561	19556985	Michelle Collier	\$10.00	Credit Card	02733	71.187.214.147
08/13/2018	P01	89277419	21143553	Michelle gina	\$2.00	Credit Card	02732	12.30.1.132
08/01/2018	P01	88748356	18286018	Ebony Parker	\$10.00	Credit Card	02720	64.134.190.96
07/15/2018	P01	88141228	19960297	Chyna R Edwards	\$10.00	Credit Card	02703	66.87.30.61
03/21/2018	P01	83594027	16133518	Mary Ann Adame	\$10.00	Credit Card	02589	96.19.243.207

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**Media Transfers** (from customer to inmate account)  
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Date	Location	TransID	CustomerID	Customer	Amount	Type	Media Type	IP Address
09/24/2019	P01	2115158	23316489	Phyllis G Dickerson	\$10.00	Credit Card	JPayDollars	
08/16/2019	P01	2069417	23388358	Tracy Finch	\$10.00	Credit Card	JPayDollars	
08/03/2019	P01	2053739	23316489	Phyllis G Dickerson	\$10.00	Credit Card	JPayDollars	
06/25/2018	P01	1541025	20937012	Vicki L Worden	\$10.00	Credit Card	JPayDollars	
04/24/2018	P01	1455037	20970626	Jessica Halliday	\$10.00	Credit Card	JPayDollars	
04/09/2018	P01	1432210	19679859	Marie Dorisca	\$10.00	Credit Card	JPayDollars	
03/14/2018	P01	1388103	10633344	Mark T Rode	\$150.00	Credit Card	JPayDollars	47.40.115.55
02/17/2018	P01	1341349	17848247	Sherry D Beasley	\$10.00	Credit Card	JPayDollars	
02/09/2018	P01	1327199	20048309	ZamoraImissYou andIloveyoutoo	\$20.00	Credit Card	JPayDollars	
02/09/2018	P01	1326859	20048309	ZamoraImissYou andIloveyoutoo	\$10.00	Credit Card	JPayDollars	

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12. Digital media purchases must be comparable in cost to those made from major national providers such as iTunes. If Vendor offers a music streaming option, it should be offered at a price comparable to market leaders such as Spotify. Describe how Vendor will meet this requirement.

Vendor's response:

**SECURUS HAS READ, UNDERSTANDS AND WILL COMPLY WITH THIS REQUIREMENT.**

Securus has personnel who review its proposed pricing to incarcerated of media content to the prices of major national providers such as iTunes prior to finalizing our pricing content to ensure it is comparable Any proposed pricing for streaming options will be subject to the same review process to make sure our streaming options are offered to incarcerated prices comparable to market leaders such as Spotify.

13. **Customizable management reports must be available from the Vendor. These reports should cover a wide range of data including a report of the number of devices in each facility, the amount of deposits to incarcerated to each facility. Describe how Vendor will meet this requirement.**

**Vendor's response:**

**SECURUS HAS READ, UNDERSTANDS AND WILL COMPLY WITH THIS REQUIREMENT.**

Securus currently offers the DOC customizable management reports which can be implemented through the JPay Facility website. To know the number of devices in each facility, a DOC staff member can run this report by completing the following steps:

1. Logging into <https://facility.jpays.com>.
2. Under the default landing page, click on "Media Player Purchase Report" (link is located in the left sub-menu). Then enter a From Date and To Date (the example below shows all players purchased from January 1, 2019 to October 14, 2019).

The screenshot shows the JPay Facility System interface. The main content area displays the 'Media Player Purchased Report' for the period from 01/01/2019 to 10/14/2019. The report is on page 1 of 3. Below the date filters is a table with the following data:

Facility	Total Players Sold	Total Amount Paid	Total Facility Commission	Total Tax
B01	17	\$1,236.78	\$0.00	\$96.90
B02	20	\$1,442.92	\$0.00	\$113.05
CR6	2	\$282.08	\$0.00	\$22.10
D01	23	\$1,779.77	\$0.00	\$149.96
D02	12	\$1,026.38	\$0.00	\$86.48
D03	14	\$908.00	\$0.00	\$68.08
D05	6	\$447.67	\$0.00	\$37.72
E01	24	\$2,308.48	\$0.00	\$188.68
E02	12	\$1,361.14	\$0.00	\$111.25
E03	22	\$1,437.30	\$0.00	\$117.48

The interface also includes a left-hand navigation menu with 'Media Player Purchase Report' highlighted, and a footer with the copyright notice '© 2002-2019 JPay Inc. - All Rights Reserved'.

3. Click on the Facility ID to view more details per location including the:
  - Inmate ID
  - Inmate Name
  - Amount Paid, etc.

**JMedia Player Purchased Report**

From Date: 01/01/2019  
To Date: 10/14/2019

Page 1 of 3

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D02	12	\$1,026.38	\$0.00	\$86.48
D03	14	\$908.00	\$0.00	\$68.08
D05	6	\$447.67	\$0.00	\$37.72
E01	24	\$2,208.48	\$0.00	\$188.68
E02	12	\$1,261.14	\$0.00	\$111.25
E03	22	\$1,437.30	\$0.00	\$117.48

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Facility	Inmate ID	First Name	Last Name	Amount Paid	Facility Commission	Tax	Date of purchase	Status
B01	386383	SKYLER	STEAGALL	\$75.94	\$0.00	\$5.95	1/8/2019 11:34:26 PM	Confirmed
B01	357899	EDDIE	MONK	\$75.94	\$0.00	\$5.95	3/11/2019 11:18:52 PM	Confirmed
B01	746448	BRIAN	SANCHAGRIN	\$0.00	\$0.00	\$0.00	8/28/2019 7:11:05 AM	Confirmed
B01	784622	SOL	DAVIS	\$0.00	\$0.00	\$0.00	9/6/2019 4:43:48 PM	Confirmed
B01	336347	CURTIS	HARMON	\$75.94	\$0.00	\$5.95	9/9/2019 12:54:14 PM	Confirmed
B01	310004	TRAVIS	HAMMONS	\$0.00	\$0.00	\$0.00	9/12/2019 4:07:20 PM	Confirmed
B01	336492	DEONTE	THOMPSON	\$75.94	\$0.00	\$5.95	9/14/2019 2:08:01 PM	Confirmed
B01	838102	DANIEL	SCHLEMMER	\$0.00	\$0.00	\$0.00	9/16/2019 11:46:09 AM	Confirmed
B01	404247	JOSHUA	TRUDEAU	\$141.04	\$0.00	\$11.05	9/18/2019 11:21:59 PM	Confirmed
B01	312949	RESHAUD	BROWN	\$141.04	\$0.00	\$11.05	9/22/2019 9:53:27 PM	Confirmed

**14. Kiosks must be designed for placement and use in a correctional environment. Describe how Vendor will meet this requirement.**  
**Vendor's response:**

**SECURUS HAS READ, UNDERSTANDS AND WILL COMPLY WITH THIS REQUIREMENT.**

At the core of JPay's inmate services is the JPay Inmate Kiosk. The JPay kiosk is the most time-tested, inmate-proof, multi-tasking kiosk to ever enter a prison space. Inmates use this kiosk to download digital content (music, movies, games, eBooks, etc.), draft and send email and eCards, attend video visitation sessions, log into their JPay account, and send grievances to facility staff.

The kiosk incorporates a standard size keyboard, trackball mouse and wrist rest space. It can be wall-mounted or tabletop-mounted depending on the environment. In addition, it can be mounted high for standing users or low for seated usage.

### Kiosk Specifications - Exterior

- Hardened steel enclosure with anti-vandal security lock and bolts
- Dimensions: 25.0" H x 18.1" W x 15.1" D
- Weight: 60 lbs. (including PC & networking components)
- High strength scratch-resistant security glass
- T2 Carbon handset with secured caps and an 18" armored cord
- KKB-1000C Keyboard

## Encased Components

- 17" LCD high resolution monitor with integrated privacy screen
- Logitech B910 HD Webcam
- Lenovo M93 PC
- Up to 3.60 GHz dual core processor
- 4 GB RAM
- 500 GB SATA hard drive
- 4 USB 3.0 ports (3 internal & 1 external)
- SynAccess NP-02 Web Power Switch Remote Reboot PDU
- Fast Ethernet Switch
- 4-outlet surge protector

The keyboard and trackball are resistant to liquid, dust and debris. The keyboard is integrated into a sealed metal base so that its components are spill-proof. The kiosk is also designed so that spilled liquids flow away from important componentry if they do somehow reach the inside of the kiosk.

JPay kiosks use heavy duty security locks that can only be opened with security keys. JPay gives one set of keys to the facility manager when the kiosks are turned on. In addition, JPay keeps a set of keys for its technicians. Parts can only be removed from a kiosk by a technician. Kiosks are vandal-proof and are treated well because they provide a valuable service to the inmate population.

Kiosks have smooth stainless steel surfaces with no sharp edges. If cleaning is necessary, kiosks are easily wiped down since all exterior parts are water-resistant, including the keyboard and handset.

## JPay's Upcoming XL2 Inmate Kiosk

Securus is excited to announce the new standard, inmate communication terminal, the XL<sup>2</sup>. The XL<sup>2</sup> is a fully redesigned, Power over Ethernet hardware solution which incorporates key functional elements and supports all existing JPay digital media and communication services as well as ConnectUs, Securus' inmate software. The new models are equipped with an adjustable camera for individuals to modify the viewing angle during video visitation.

By utilizing Power over Ethernet (PoE) terminals, network connection and power is delivered over Cat 5/6 network cable which would reduce the electrical requirements needed to provide power to terminals in



every housing location. The XL<sup>2</sup> also includes an easier mount and install process to reduce the project install timeframe and necessary facility escorts required to manage install technicians.

The kiosk incorporates a standard size keyboard, trackball mouse, and wrist rest space. It accommodates numerous mounting options, such as wall, tabletop, cart, and pedestal.

### **Kiosk Specifications - Exterior**

- Hardened steel enclosure with anti-vandal security lock and bolts
- Built-in LED Lighting
- Dimensions: 22¾ "x 21" x 4¼ "
- Weight: 50 lbs. (including PC & networking components)
- High strength scratch-resistant security glass
- Dynamic handset with secured caps and a 32" armored cord
- stainless steel keyboard with trackball and braille keys
- Power - Power over Ethernet, 802.3at (PoE+), 25 watts
- MTBF: 80,000 hours

### **Encased Components**

- 17" LCD hardened touchscreen monitor with integrated privacy screen
- Screen resolution 1280x1024
- 5 megapixel autofocus camera with 2592x1944 max resolution
- Quad core processor
- 4 GB RAM
- 512 GB mSATA hard drive
- Armored USB cable
- Cat6 Ethernet Port

The keyboard and trackball are resistant to liquid, dust, and debris. The keyboard is integrated into a sealed metal base so that its components are spill-proof. The kiosk is also designed so that spilled liquids flow away from important componentry if they do somehow reach the inside of the kiosk. All electrical components are compliant with UL, CE, and/or CSA standards.

JPay technicians can quickly open the enclosure and swap components. Components are designed and fastened so that the technician can quickly detect a problem and replace a particular component, most of them, or all of them if necessary.

- 15. The number and location of Kiosks must be sufficient to meet the needs of the incarcerated and must be placed at the Department's discretion or approval.**

**Vendor's response:**

**SECURUS HAD READ, UNDERSTANDS, AND WILL COMPLY WITH THIS REQUIREMENT.**

Securus acknowledges and accepts this requirement.

- 16. Kiosks must receive/send e-mail and digital media by satellite or other secure wireless technology. Describe how Vendor will meet this requirement.**

**Vendor's response:**

**SECURUS HAS READ, UNDERSTANDS AND WILL COMPLY WITH THIS REQUIREMENT.**

As with all Securus and JPay services, all solutions are supported out of our carrier-class redundant data centers located in Dallas, Texas and Atlanta, Georgia. All client information, recordings and applications are stored within these secure facilities.

Securus provides all required network connectivity and does not require your facility provide any infrastructure. As a point of policy, Securus does not utilize client provided network infrastructure. By providing our own network, we can monitor the network through our Network Operations Center (NOC) and can provide quick network resolution through our Trouble Reporting Center 24x7x365 without ever having to contact or coordinate with our clients or client network providers. Additionally, we provide and maintain all of the on-site network connectivity equipment through our nationally disbursed certified technicians that carry all necessary replacement components.

To support wireless tablet applications Securus specifically designed and recently upgraded its wireless network at WA DOC to ensure that ensure a safe and secure environment, with encryption of all transmissions over the wireless access points so that digital media and communications such as email cannot be intercepted. At no point will an incarcerated have access to any outside network.

- 17. System must allow all messages for a particular incarcerated to be stored or to be transferred to DOC storage upon WADOC request. Describe how Vendor will meet this requirement.**

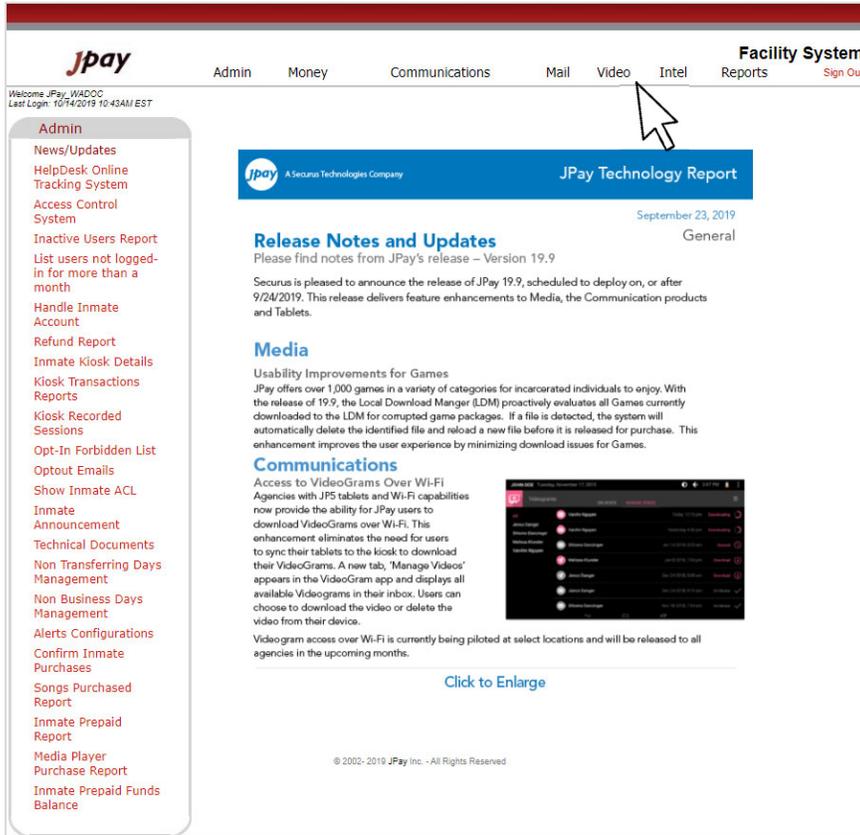
**Vendor's response:**

**SECURUS HAS READ, UNDERSTANDS AND WILL COMPLY WITH THIS REQUIREMENT.**

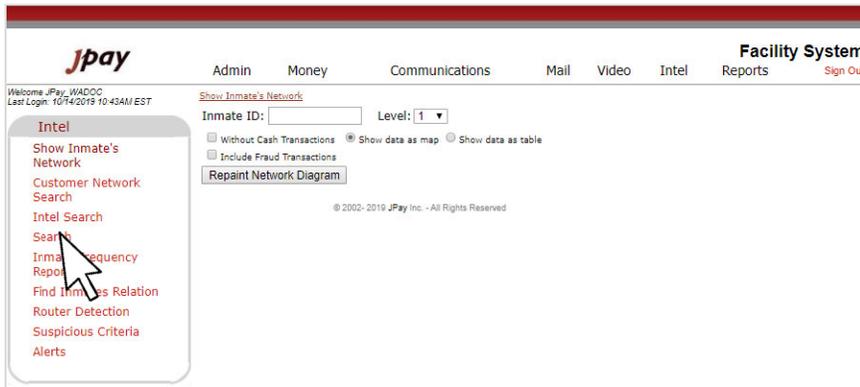
All messages, money transfer data, and purchase transaction details are stored on JPay's Facility website and can be downloaded locally to the DOC's storage. This can be exported into a file by completing the following steps:

1. Logging into <https://facility.jpays.com>.

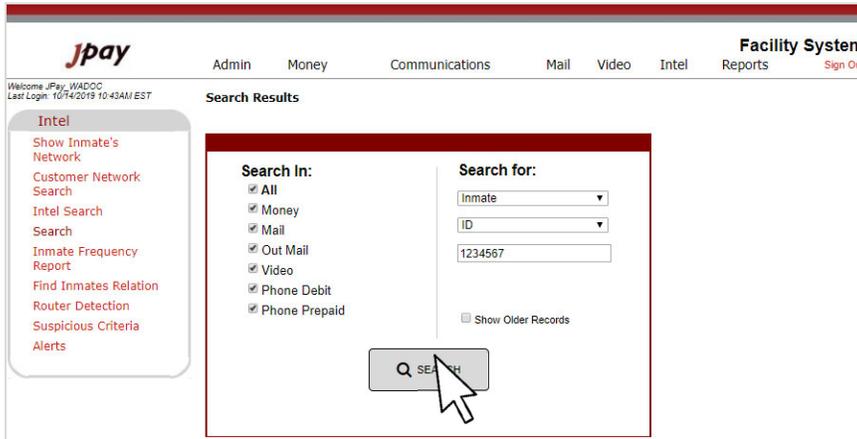
2. Under the default landing page, click on “Intel” (link is located at the top).



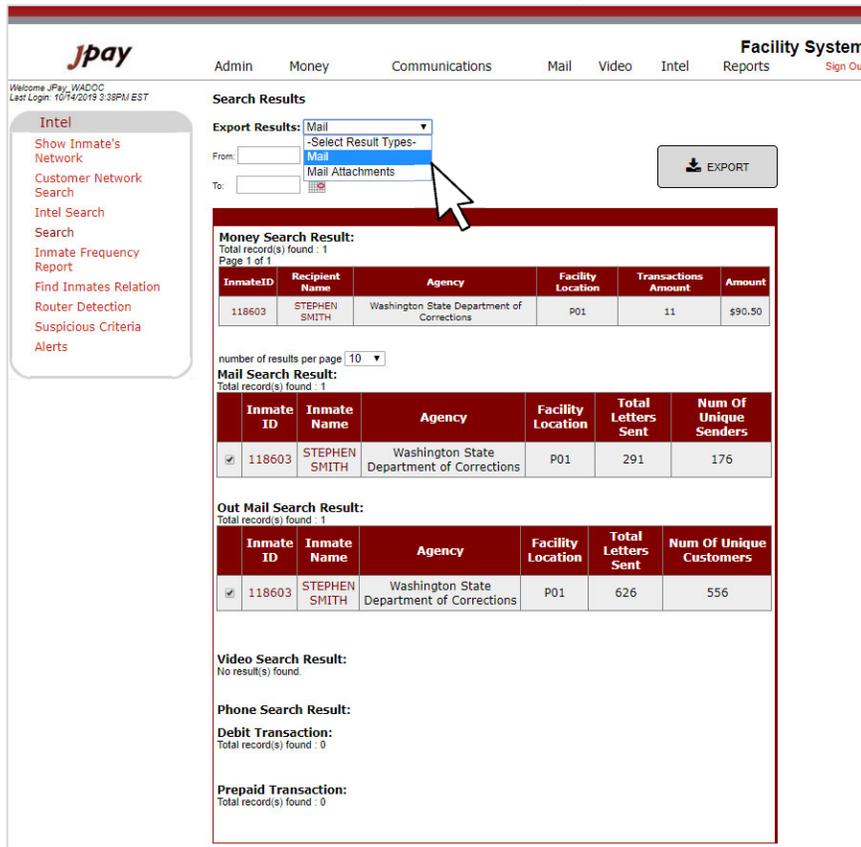
3. Then click on “Search” in the sub-menu on the left of the screen.



- Select "All" under and enter the incarcerant's Inmate ID, then click the Search button at the bottom.



- To retrieve the messages to the incarcerant, facility staff would need to choose from the "Export Results" drop down menu at the top of the screen and select "Mail", then enter a From and To date, and click the "Export" button.



- The exported file will be in Excel format with all messages sent to the incarcerant.

18. **System must provide e-mail send/reply capability (after keyword screening/review protocols identical to incoming messages). Describe how Vendor will meet this requirement.**

**Vendor's response:**

**SECURUS HAS READ, UNDERSTANDS AND WILL COMPLY WITH THIS REQUIREMENT.**

All incoming and outgoing email is routed to the Facility System for facility staff review and approval before release. Each email is automatically screened for content and if certain criteria are met, the message is flagged for special review. Even if a message has no questionable content, staff can still hold each message for review and approval before releasing it to the recipient.

Our flagged email review process includes a word list that allows us to monitor the flow of emails and continually provide the DOC with metrics on the frequency and type of words being flagged. For example, the word "kill" seems to be a likely inclusion in a flagged word list, but it actually does not provide valuable intelligence because it is part of many common expressions such as "kill my appetite" or "just killing time" and appears in more than 10% of all email traffic. In fact, it actually hampers the mailroom's ability to identify and escalate real threats and delays the delivery of email. Conversely, seemingly innocent words such as "disciple" or "greendot" often appear in letters referencing criminal/gang activity.

Flagged emails require staff approval before being delivered to the recipient's inbox. All messages containing attachments are automatically flagged for review. Messages are then presented in "Buckets" depending on status. For example, all messages that contained words flagged by the dictionary or user watch lists would reside in the "Requires Approval" bucket as shown below.

Inbound	Outbound
 <a href="#">Requires Approval</a> (190) Click to view letters pending approval	 <a href="#">Requires Approval</a> (3) Click to view letters pending approval
 <a href="#">Ready To Print/Release</a> (2867) Click to view, ready to release and ready to print letters	 <a href="#">Ready To Print</a> (1) Click to view, ready to release letters
 <a href="#">Printed</a> (0) Click to view and reprint printed letters	 <a href="#">Released</a> (N/A) Click to view released letters
 <a href="#">Released</a> (N/A) Click to view released letters	 <a href="#">Sent To Security</a> (N/A) Click to view and approve letters sent to security
 <a href="#">Sent To Security</a> (N/A) Click to view and approve letters sent to security	 <a href="#">Censored</a> (N/A) Click to view censored letters
 <a href="#">Censored</a> (N/A) Click to view censored letters	

An email auditing feature tracks all staff activity so supervisors can see who approves and releases individual messages. Emails can be flagged for various reasons such as:

- Word List - Flagged because a word from the "flagged word" list was used
- Watch List - Flagged because an inmate or customer is on a watch list
- Contains a photo attachment
- Contains a VideoGram

Approved DOC staff can either release the message to the recipient or request additional review. Typically, agencies predetermine who performs any additional review of an email to determine if it is a security threat. That team, usually investigators, can release the email or return it to the sender. In addition, the email can be indefinitely detained or discarded entirely. The DOC user has the option to notify the customer and/or inmate if and why the message was discarded.

To save time and keep the mailroom operating at the highest levels of efficiency, we created an "Approve All" feature. If messages go through the screening process and are not flagged by a watch list, the messages can be automatically released to the inmate.

**19. System must provide accurate translation of foreign language e-mail for DOC review. Describe how Vendor will meet this requirement.**

**Vendor's response:**

**SECURUS HAS READ, UNDERSTANDS AND WILL COMPLY WITH THIS REQUIREMENT.**

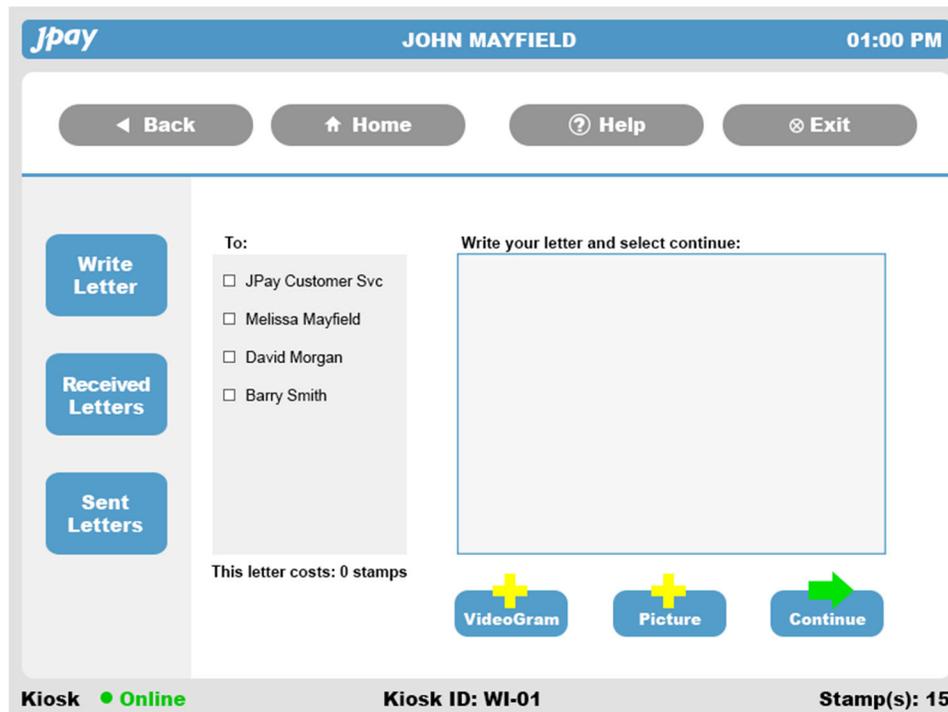
Our email application currently provides translation in Spanish with more language options available to the DOC upon request.

**20. The system should provide the ability to take pictures and e-mail them to family/friends through a Kiosk and potentially (at DOC's option) through a tablet. Describe how Vendor will meet this requirement.**

**Vendor's response:**

**SECURUS HAS READ, UNDERSTANDS AND WILL COMPLY WITH THIS REQUIREMENT.**

Incarcerants can take a picture and attach it to an email on the inmate kiosk as depicted in the screenshot below.



21. **Purchased media and devices must remain the property of the incarcerant after release from prison or at the expiration of Vendor’s contract with the Department. Describe how Vendor will meet this requirement including the procedures Vendor will use to permit the use of the media/device after release (e.g. unlocking device if applicable) and the methods used to access the media using other devices after release.**

**Vendor’s response:**

**SECURUS HAS READ, UNDERSTANDS AND WILL COMPLY WITH THIS REQUIREMENT.**

After an incarcerant’s release, he/she may have the security features removed from their purchased tablet (“unlocked”) so that certain content may be accessible outside of the correctional facility.

To have his or her tablet unlocked, the incarcerant must mail the following items to the address JPay/Securus Technologies-Warehouse, located at 3220 Keller Springs Ste. 118, Carrollton, TX 75006:

- Purchased tablet
- Address of the incarcerated’s correctional agency
- Incarcerant’s first and last name
- Incarcerant’s inmate ID #
- Incarcerant’s telephone number
- Incarcerant’s return mailing address

Upon receipt of the purchased tablet by JPay, if JPay determines the tablet is functioning, games and music purchases downloaded on the device and music in the incarcerant's library at the time of release will be made accessible to them through the unlocked tablet. JPay will mail the incarcerant the unlocked purchased tablet containing those games and music and, if necessary, a USB drive containing music in their library if the purchased tablet cannot store the entire music library due to storage capacity. **Any emails and their attachments, as well as VideoGrams, will not be made available to the incarcerant upon release.**

If JPay determines that the Tablet is not functioning, JPay will return the non-functioning purchased tablet, along with a USB drive containing the incarcerant's music purchases only. Games and any saved emails and their attachments will not be included with the USB contents.

This process would typically take up to forty-five (45) business days from the date JPay receives the purchased tablet. Additionally, the incarcerant may follow up on the status of their unlocked purchased tablet or USB drive by contacting JPay via email at [tabletunlocksupport@jpay.com](mailto:tabletunlocksupport@jpay.com).

**22. Describe Vendor's strategy for transitioning services and incarcerant owned media to a new vendor at the end of the contract term.**

**Vendor's response:**

**SECURUS HAS READ, UNDERSTANDS AND WILL COMPLY WITH THIS REQUIREMENT.**

Should the DOC transition to a new vendor, all purchased music and games will be provided to the corresponding incarcerant in a USB thumb drive subject to any licensing restrictions by the media provider

**23. Vendor must require picture ID from external (non-incarcerant) customers to create an account. Describe how you will meet this requirement.**

**Vendor's response:**

**SECURUS HAS READ, UNDERSTANDS AND WILL COMPLY WITH THIS REQUIREMENT.**

Our tablets are owned or rented by incarcerants, not external (non-incarcerant) customers. Further, incarcerants, not external (non-incarcerant) customers, make all purchases (e.g., media downloads) from their media/debit accounts. However, we will develop enhanced processes to verify the identity of external (non-incarcerant) persons who seek to create money transfer accounts prior to allowing the accounts to be established, such as requiring driver's licenses if feasible. We will update and consult with WA DOC staff on our progress on a regular basis.

24. The System must be able to be shut down at the facility level in case of an emergency. Describe how Vendor will meet this requirement.

Vendor's response:

**SECURUS HAS READ, UNDERSTANDS AND WILL COMPLY WITH THIS REQUIREMENT.**

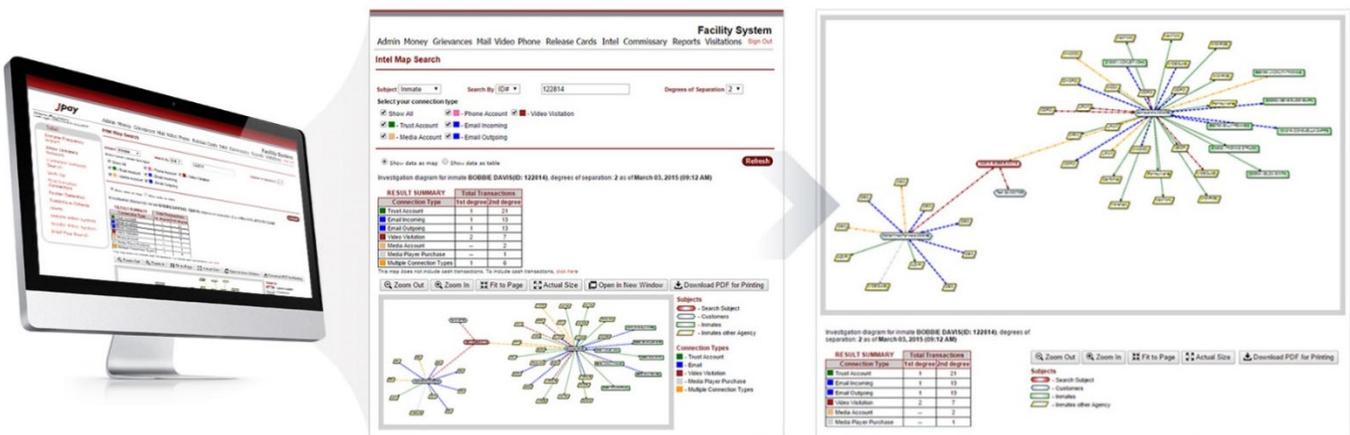
Authorized WA DOC staff may have all kiosks and/or the wireless network shut down at the facility level via our Network Operations Center (NOC) on an emergency basis by contacting our Technical Service Center (TSC). Both our NOC and TSC are operated 365/24/7. In addition, we are in the process of rolling out an Officer Tablet that will allow WA DOC staff to disable incarcerated tablets at the facility level in an emergency via the Officer Tablet.

25. The System must provide weekly reports that provide DOC the ability identify friends and family who are sending the most money and to which incarcerated. Describe how Vendor will meet this response.

Vendor's response:

**SECURUS HAS READ, UNDERSTANDS AND WILL COMPLY WITH THIS REQUIREMENT.**

*The Facility System - a comprehensive Intel system*



The backbone for management of all JPay services is a secure web portal called the Facility System. DOC staff members use it to manage deposits, review transaction history, and access powerful link analysis tools to recognize customer and inmate relationships. The Facility System provides reports and detailed transactions for all payments and batches. It also enables feature-rich management of release cards, email, video visitation, VideoGrams, and music downloads. It is accessible from any computer or mobile device with an internet connection.

DOC facility staff can use the Facility System to access details for all types of transaction. Users can generate standard and ad hoc reports on a per-facility basis or statewide. Users

can also export reports to the Microsoft® Office suite for advanced sorting and analysis and save them in PDF format.

For example, to identify friends and family who are sending the most money and to which incarcerant, a DOC staff would simply run a report through the Facility portal.

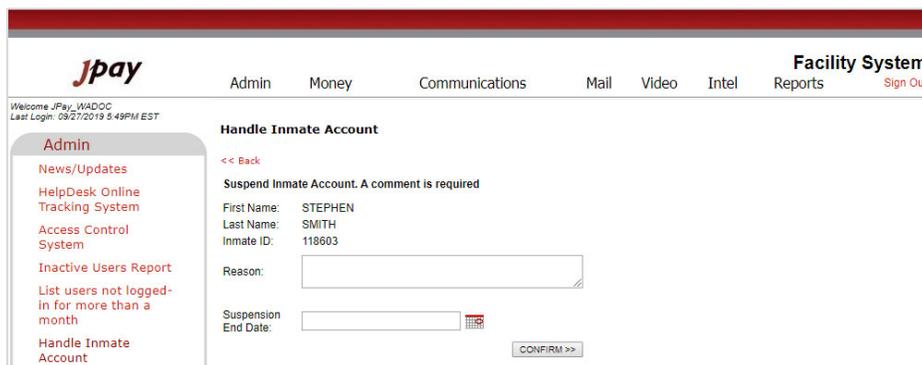
**26. The System must provide a calendar based suspension option that will automatically reinstate the account at the end of the suspension. Describe how Vendor will meet this requirement.**

**Vendor's response:**

**SECURUS HAS READ, UNDERSTANDS AND WILL COMPLY WITH THIS REQUIREMENT.**

The facility portal provided to DOC staff allows calendar-based suspension of an incarcerant's account. This task is completed by:

1. Logging into the facility portal at facility.jpays.com.
2. Clicking on Handle Inmate Account under the Admin tab.
3. Entering the incarcerant's inmate ID and confirming the name.
4. Entering the Reason, the Suspension End Date, and submitting the information by clicking the "Confirm" button as displayed below.



**27. All funds being held by Vendor (e.g. media deposits) must be returned to the incarcerant upon release. Describe how Vendor will meet this requirement.**

**Vendor's response:**

**SECURUS HAS READ, UNDERSTANDS AND WILL COMPLY WITH THIS REQUIREMENT.**

JPay's release debit card program enables correctional agencies to liquidate trust accounts and issue gate money without having to handle cash or issue checks to incarcerants being released. The DOC would issue a prepaid debit card to an inmate that contains the inmate's remaining trust account balance and/or gate money. The released incarcerant ("Cardholder") can then use the card for cash withdrawal at ATMs and at merchants for signature and PIN-based purchases. Even after an incarcerant is released, the DOC can still modify, reload funds or void a release card.

## Transferring Funds to a Debit Card

The Facility System, the secure online interface used to administer JPay's other services, also administers JPay's release debit card program. To ensure that no one other than the cardholder has access to the full 16-digit card number, each card comes inside a sealed envelope. A unique number, the RPID, is found in the window of the envelope that is used to identify each card. This function allows the DOC to load and manage a card without having to open the envelope and expose the full card number.

Transferring funds onto a card is done in a few simple steps. The DOC user clicks on the tab labeled "RPID Activation" and enters the 6-digit RPID number displayed in the envelope's window. The user then enters the incarcerant's inmate ID number and clicks "Submit." The facility, inmate name, date of birth and funding amount will automatically populate based on the inmate file. If the incarcerant's information has already been removed from the file and doesn't prefill, the DOC user can manually input this information and still issue the card. The user will see a summary screen for review and can now activate the card or go back to edit information.

Once the card is activated successfully, the user can print a receipt to be handed to the incarcerant together with the card. DOC staff can also void a card and/or subtract funds from a card.

## Reloading a Debit Card

DOC staff can load additional funds (e.g., inmate pay, commissary credits) onto the activated card or modify the card in case of an error. From a drop down box the user selects "Reload" as the card action and simply enters the amount of money they want to add onto the card. Once the user clicks "Reload Card," the funds are instantly available to the cardholder. Upon completion of any action relating to release cards, the DOC staff member can print out a receipt.

- 28. System must develop media/spendable transaction summary report that will be distributed monthly to DOC Headquarters. In addition to the report, all transaction data for the month must be provided in Excel format. Describe how Vendor will meet this requirement.**

**Vendor's response:**

**SECURUS HAS READ, UNDERSTANDS AND WILL COMPLY WITH THIS** requirement.

The DOC can access a report listing all purchases and their details including Media/Spendable transaction details for an incarcerant through the JPay Facility website by completing the following steps:

1. Logging into <https://facility.jpays.com>.

2. Under the default landing page, click on “Intel” (link is located at the top).

Welcome JPay\_WADOC  
Last Login: 10/14/2019 10:43AM EST

**Admin**

- News/Updates
- HelpDesk Online Tracking System
- Access Control System
- Inactive Users Report
- List users not logged-in for more than a month
- Handle Inmate Account
- Refund Report
- Inmate Kiosk Details
- Kiosk Transactions Reports
- Kiosk Recorded Sessions
- Opt-In Forbidden List
- Optout Emails
- Show Inmate ACL
- Inmate Announcement
- Technical Documents
- Non Transferring Days Management
- Non Business Days Management
- Alerts Configurations
- Confirm Inmate Purchases
- Songs Purchased Report
- Inmate Prepaid Report
- Media Player Purchase Report
- Inmate Prepaid Funds Balance

**JPAY Technology Report**  
September 23, 2019  
General

### Release Notes and Updates

Please find notes from JPay's release – Version 19.9

Securus is pleased to announce the release of JPay 19.9, scheduled to deploy on, or after 9/24/2019. This release delivers feature enhancements to Media, the Communication products and Tablets.

### Media

Usability Improvements for Games

JPay offers over 1,000 games in a variety of categories for incarcerated individuals to enjoy. With the release of 19.9, the Local Download Manger (LDM) proactively evaluates all Games currently downloaded to the LDM for corrupted game packages. If a file is detected, the system will automatically delete the identified file and reload a new file before it is released for purchase. This enhancement improves the user experience by minimizing download issues for Games.

### Communications

Access to VideoGrams Over Wi-Fi

Agencies with JPS tablets and Wi-Fi capabilities now provide the ability for JPay users to download VideoGrams over Wi-Fi. This enhancement eliminates the need for users to sync their tablets to the kiosk to download their VideoGrams. A new tab, 'Manage Videos' appears in the VideoGram app and displays all available VideoGrams in their inbox. Users can choose to download the video or delete the video from their device.

VideoGram access over Wi-Fi is currently being piloted at select locations and will be released to all agencies in the upcoming months.

[Click to Enlarge](#)

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3. Then click on “Search” in the sub-menu on the left of the screen.

Welcome JPay\_WADOC  
Last Login: 10/14/2019 10:43AM EST

**Intel**

- Show Inmate's Network
- Customer Network Search
- Intel Search
- Search
- Inmate Frequency Report
- Find Inmates Relation
- Router Detection
- Suspicious Criteria
- Alerts

Show Inmate's Network

Inmate ID:  Level: 1

Without Cash Transactions  Show data as map  Show data as table

Include Fraud Transactions

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- Select "All" under and enter the incarcerant's Inmate ID, then click the Search button at the bottom.

**Search Results**  
**Search In:**  
 All  
 Money  
 Mail  
 Out Mail  
 Video  
 Phone Debit  
 Phone Prepaid  
 Show Older Records

**Search for:**  
 Inmate  
 ID  
 1234567

SEARCH

- The following screen will show results grouped into the available types of purchases within the incarcerant's location. In this instance, Money and Email is available. This information can also be exported into an Excel or PDF file.

**Search Results**  
 Export Results: -Select Result Types  
 From:  To:  EXPORT

**Money Search Result:**  
 Total record(s) found : 1  
 Page 1 of 1

InmateID	Recipient Name	Agency	Facility Location	Transactions Amount	Amount
118603	STEPHEN SMITH	Washington State Department of Corrections	P01	11	\$90.30

number of items per page: 10

**Mail Search Result:**  
 Total record(s) found : 1

Inmate ID	Inmate Name	Agency	Facility Location	Total Letters Sent	Num Of Unique Senders	
<input checked="" type="checkbox"/>	118603	STEPHEN SMITH	Washington State Department of Corrections	P01	291	176

**Out Mail Search Result:**  
 Total record(s) found : 1

Inmate ID	Inmate Name	Agency	Facility Location	Total Letters Sent	Num Of Unique Customers	
<input checked="" type="checkbox"/>	118603	STEPHEN SMITH	Washington State Department of Corrections	P01	626	556

**Video Search Result:**  
 No result(s) found.

**Phone Search Result:**  
**Debit Transaction:**  
 Total record(s) found : 0

**Prepaid Transaction:**  
 Total record(s) found : 0

6. Click the Inmate ID to view more details on the Money and Mail transactions including the:

- Date of transaction
- Location
- Transaction ID
- Customer ID
- Customer Name
- Amount
- Type of payment, etc.

**Jpay** Admin Money Communications Mail Video Intel Reports **Facility System** Sign Out

Wisconsin JPay, WADCC  
Last Login: 10/14/2019 10:43AM EST

**Inmate Summary**

**Money**

- Deposit History
- Confirm / Cancel
- Confirmed Transactions
- Kiosk Activity
- Recap Report
- Search
- Weekly Deposit Report
- Monthly Totals Report

**Inmate Information**

Inmate ID: 112803  
Name: STEPHEN SMITH  
Location: P01  
Facility: Washington State Department of Corrections  
[Export To File](#)

**Deposits**  
Page 1 of 2

Date	Location	TransID	CustomerID	Customer	Amount	Type	Batch	IP Address
09/07/2019	P01	105546288	24114882	Harold Jackson	\$10.00	Credit Card	03112	174.255.130.136
08/27/2019	P01	105067883	21582258	Jacque Riley	\$10.00	Credit Card	03102	12.154.105.172
08/10/2019	P01	104406156	23922367	Delese Ray	\$10.00	Credit Card	03085	74.133.166.56
11/19/2018	P01	93362479	21089196	Zakiya K Kennedy	\$3.50	Credit Card	02828	66.87.178.1
08/14/2018	P01	89323537	21612790	Jackie Hall	\$10.00	Credit Card	02733	71.31.5.253
08/14/2018	P01	89320561	19556985	Michelle Collier	\$10.00	Credit Card	02733	71.187.214.147
08/13/2018	P01	89277419	21143553	Michelle gina	\$2.00	Credit Card	02732	12.30.1.132
08/01/2018	P01	88748356	18286018	Ebony Parker	\$10.00	Credit Card	02720	64.134.190.96
07/15/2018	P01	88141228	19960297	Chyna R Edwards	\$10.00	Credit Card	02703	66.87.30.61
03/21/2018	P01	83594027	16133518	Mary Ann Adame	\$10.00	Credit Card	02589	96.19.243.207

Next 2 > Last Page >>

**Media Transfers** (from customer to inmate account)  
Page 1 of 2

Date	Location	TransID	CustomerID	Customer	Amount	Type	Media Type	IP Address
09/24/2019	P01	2115158	23316489	Phyllis G Dickerson	\$10.00	Credit Card	JPayDollars	
08/16/2019	P01	2069417	23388358	Tracy Finch	\$10.00	Credit Card	JPayDollars	
08/03/2019	P01	2053739	23316489	Phyllis G Dickerson	\$10.00	Credit Card	JPayDollars	
06/25/2018	P01	1541025	20937012	Vicki L Worden	\$10.00	Credit Card	JPayDollars	
04/24/2018	P01	1455037	20970626	Jessica Halliday	\$10.00	Credit Card	JPayDollars	
04/09/2018	P01	1432210	19679859	Marie Dorisca	\$10.00	Credit Card	JPayDollars	
03/14/2018	P01	1388103	10633344	Mark T Rode	\$150.00	Credit Card	JPayDollars	47.40.115.55
02/17/2018	P01	1341349	17848247	Sherry D Beasley	\$10.00	Credit Card	JPayDollars	
02/09/2018	P01	1327199	20048309	ZamoraImissYou andIloveyoutoo	\$20.00	Credit Card	JPayDollars	
02/09/2018	P01	1326859	20048309	ZamoraImissYou andIloveyoutoo	\$10.00	Credit Card	JPayDollars	

Next 5 > Last Page >>

- 29. Vendor must immediately send a report to the DOC security contact if an incarcerant attempts to bypass the firewall. Describe how Vendor will meet this requirement.**

**Vendor's response:**

**SECURUS HAS READ, UNDERSTANDS AND WILL COMPLY WITH THIS REQUIREMENT.**

To date, no incarcerant has been able to bypass JPay's firewall, however, should Securus learn that an incarcerant has attempted or may have attempted to bypass the firewall, we will immediately send a report of the incident the DOC security contact and follow up as further information becomes known, including corrective action taken.

- 30 Incarcerant photos must not be posted on external websites. Acknowledge Vendor's acceptance of this requirement.**

**Vendor's response:**

**SECURUS HAS READ, UNDERSTANDS AND WILL COMPLY WITH THIS REQUIREMENT.**

Securus understands and accepts this requirement.

- 31. Describe safeguards Vendor will use to keep incarcerants from accessing hardware inside kiosks.**

**Vendor's response:**

**SECURUS HAS READ, UNDERSTANDS AND WILL COMPLY WITH THIS REQUIREMENT.**

The JPay inmate kiosk is time-tested, inmate-proof, and is built for the corrections environment. It's hardened steel enclosure, anti-vandal security lock and bolts and high-strength, scratch-resistant security glass helps safeguard against vandalism or unauthorized access. JPay kiosks use heavy duty security locks that can only be opened with security keys. JPay will provide one set of keys to the facility manager when the kiosks are turned on. In addition, JPay keeps a set of keys for its technicians. Please see the Kiosk Specifications below.

#### **Kiosk Specifications - Exterior**

- Hardened steel enclosure with anti-vandal security lock and bolts
- Built-in LED Lighting
- Dimensions: 22¾ "x 21" x 4¼ "
- Weight: 50 lbs. (including PC & networking components)
- High strength scratch-resistant security glass
- Dynamic handset with secured caps and a 32" armored cord
- stainless steel keyboard with trackball and braille keys
- Power - Power over Ethernet, 802.3at (PoE+), 25 watts
- MTBF: 80,000 hours

## Encased Components

- 17" LCD hardened touchscreen monitor with integrated privacy screen
- Screen resolution 1280x1024
- 5 megapixel autofocus camera with 2592x1944 max resolution
- Quad core processor
- 4 GB RAM
- 512 GB mSATA hard drive
- Armored USB cable
- Cat6 Ethernet Port

**32. Describe the safeguards Vendor will use to prevent incarcerants from accessing the internet via the kiosk or media device.**

**Vendor's response:**

**SECURUS HAS READ, UNDERSTANDS AND WILL COMPLY WITH THIS REQUIREMENT.**

JPay has designed and implemented its various applications with security in mind. The inmate kiosk application has various failsafe mechanisms to ensure that incarcerants do not gain access to the internet under any circumstances:

- Our application ensures the operating system is completely locked down and no user or application can gain access to system resources unless specifically allowed by JPay/Securus
- Our system blocks all IP addresses, except those owned by JPay, by using firewalls at each of the facility locations
- Name resolution is disabled within the kiosk networks to prevent access to a website by its name

No email clients, such as Outlook, are installed on our kiosks and incarcerants are prevented from gaining access to the browser, so they cannot use services like Hotmail or Gmail in order to communicate with anyone via normal email. All communication between the incarcerants and the family members occurs with the use of a proprietary messaging system designed and implemented by JPay.

As such, this application does not rely on Simple Mail Transfer Protocol (SMTP) and is completely closed off from the outside world. In other words, only users of our system can read and or respond to messages generated by our system. In addition, users cannot forward these messages to anyone outside of our network. Inmate kiosks and secure wireless access points are connected to JPay's proprietary network, including connection to tablets. In order for any content to be loaded to the tablet, it must be digitally "signed" by JPay, making illegal content a non-issue. Our network is hardened by a powerful firewall that allows access only to JPay's servers.

**33. What is Vendor's process of handling portable device repair issues post warranty expiration? Specifically address the process of replacing non-working batteries.**

**Vendor's response:**

**SECURUS HAS READ, UNDERSTANDS AND WILL COMPLY WITH THIS REQUIREMENT.**

The JP6 tablet has a one-year warranty. If the incarcerant has device repair issues, they can submit an Inmate Support request where a representative can run diagnostics to help solve the issue. If the issue cannot be resolved, and the one-year warranty has passed, then the incarcerant would be given the option to purchase a new tablet.

In regard to addressing battery issues, Securus' JP6 tablet utilizes high-capacity and rechargeable lithium ion batteries with a nominal capacity of 8000mAh/29.6Wh. The battery can last on one full charge for up to 20 hours before requiring a recharge even when playing music or video and has a 500-cycle capacity.

Securus has worked diligently with our tablet manufacturer to provide a high-capacity, rechargeable lithium battery. In the past, our tablets had issues with battery swelling and overheating which in turn would cause the tablet to malfunction. These issues have been addressed and our new JP6 tablets have the following upgrades:

1. Charge termination – The JP6 is programmed to stop charging after it reaches 100% battery charge (even when left plugged in).
2. Temperature sensor – The JP6 includes an internal sensor that detects excessive heat or cold and will shut down the tablet to prevent damage caused by extreme conditions.
3. Battery App – The JP6 is equipped with a core application that monitors the cycles (a cycle is the process of fully charging and discharging a battery) and usage of the battery. This assists in running diagnostics and providing relevant information when troubleshooting the incarcerant's tablet device. If an incarcerant has issues with a tablet that relates to its battery use, then the incarcerant can request help from an Inmate Support representative by plugging in their tablet device to an inmate kiosk and completing an Inmate Ticket request. Once plugged in, the Inmate Support representative would be able to view the battery's status through the Battery App. This will assist the representative in determining what the next step is in order to resolve the issue.

**34. What are Vendor's warranty terms for portable devices?**

**Vendor's response:**

**SECURUS HAS READ, UNDERSTANDS AND WILL COMPLY WITH THIS REQUIREMENT.**

The JP6 tablet has a one-year warranty. Please see our standard terms and conditions for an incarcerant in Exhibit A – Inmate Terms and Conditions, and for friends and family in Exhibit B – Friends and Family Terms and Conditions.

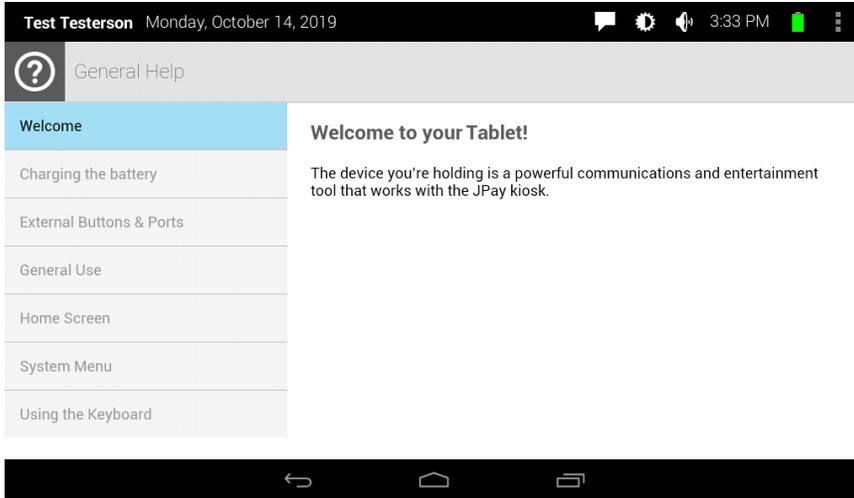
35. Describe the type of diagnostics and/or troubleshooting incarceratedns will be able to run on their tablet to resolve product and service issues.

Vendor's response:

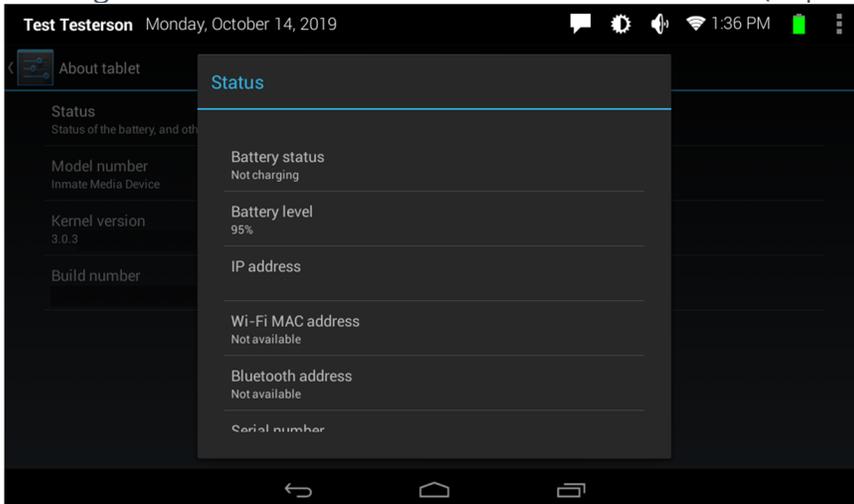
**SECURUS HAS READ, UNDERSTANDS AND WILL COMPLY WITH THIS REQUIREMENT.**

An incarceratedns use will be able to troubleshoot or view diagnostics on the JP6 tablet through various methods including:

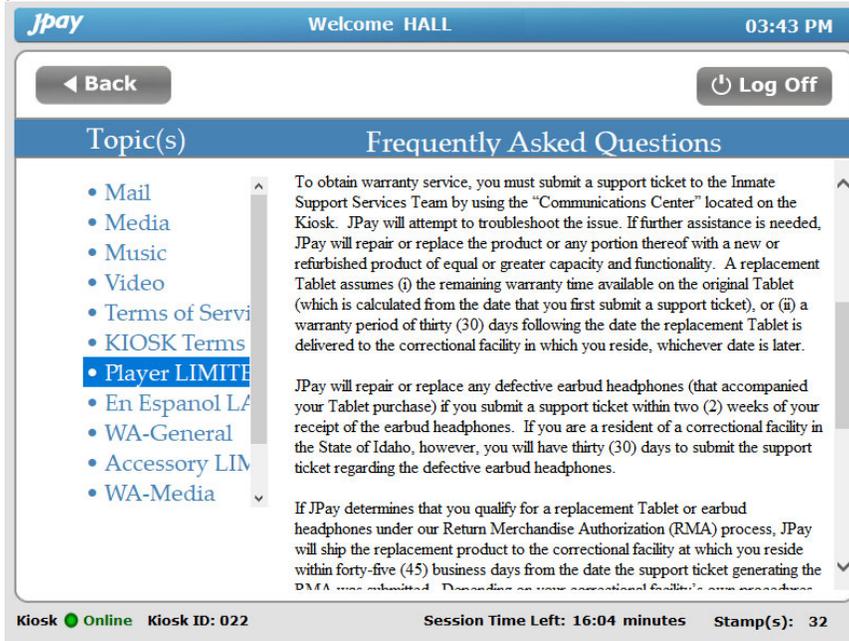
1. Reading the **Help** document provided on the tablet device and following any instructions provided.



2. Viewing the **Status** information under the About Tablet (depicted below)



3. Reading the **FAQs** found on the Inmate Kiosk and following any instructions provided.



4. Connecting the tablet to an Inmate Kiosk and submitting a request to Inmate Support.
5. Viewing troubleshooting videos in the Media store (free) and following any instructions provided.

Additionally, the JP6 is equipped with the Battery App, a core application that monitors the cycles (a cycle is the process of fully charging and discharging a battery) and usage of the battery. This assists in running diagnostics and providing relevant information when troubleshooting the incarcerant's tablet device. Once plugged in, the Inmate Support representative would be able to view the battery's status through the Battery App. This will assist the representative in determining what the next step is in order to resolve the issue.

# EXHIBIT A – INCARCERANT TERMS AND CONDITIONS

## TERMS OF SERVICE AND WARRANTY POLICY

**BEFORE YOU USE THE JPAY KIOSK OR YOUR JPAY TABLET AND THE SERVICES PROVIDED THEREUNDER, YOU MUST READ AND AGREE TO THESE TERMS OF SERVICE AND WARRANTY POLICY (THE "AGREEMENT"). WE MAY AMEND THIS AGREEMENT AT ANY TIME. YOU AGREE TO BE BOUND BY THIS AGREEMENT UPON YOUR ACCEPTANCE. ANY RIGHTS NOT EXPRESSLY GRANTED HEREIN ARE RESERVED BY JPAY. IF YOU CANNOT READ OR UNDERSTAND THIS AGREEMENT, PLEASE CONTACT CORRECTIONAL STAFF FOR FURTHER EXPLANATION AND CLARIFICATION.**

**BY CLICKING THE "I AGREE" BUTTON, YOU ARE INDICATING THAT YOU CONSENT TO THIS AGREEMENT.**

**1. USE OF THE KIOSK, YOUR JPAY TABLET AND RELATED SERVICES.** Your use of the JPay Kiosk ("Kiosk") is a privilege. Misusing or damaging the Kiosk may lead to denial of this privilege, administrative and disciplinary sanctions, and/or legal action against you.

This Terms of Service and Warranty Policy applies to all services you may access through the Kiosk or your JP3, JP4, JP5 Mini, or JP5S (or any successor thereto) Tablet (each of which shall be referred to herein as your "Tablet"). These services include, but are not limited to, stamp purchases, email, VideoGrams, eCards, video visitation, phone account funding, music, games, video content (movies, TV episodes, and videos), news, audio and eBooks, educational materials, and/or Tablets, (including Loaner Tablets, if applicable) and Tablet accessory purchases (each a "Service" and collectively, the "Services"). Each correctional facility will determine which Services will be made available to you, in addition to the procedures and guidelines that govern the use of the Services.

You are permitted to use only those Services that you are authorized to use under the jurisdictional administrative regulations applicable to you. ALL EMAIL, CORRESPONDENCE, AND COMMUNICATIONS, INCLUDING VIDEO VISITS, BETWEEN YOU AND OTHERS IN CONNECTION WITH YOUR USE OF THE SERVICES ARE SUBJECT TO MONITORING, RECORDING, INTERCEPTION AND DISCLOSURE, AND ARE NOT PROTECTED BY ATTORNEY-CLIENT PRIVILEGE. All emails, including email attachments, are monitored and reviewed by the correctional facility where you reside, or by JPay at the request of the correctional facility. Prior to the release and distribution of emails to you, all emails and their attachments must be approved by the correctional facility, or by JPay at the request of the correctional facility. Since emails are subject to monitoring, review and approval prior to distribution, there may be delays in delivery. Under certain circumstances, a correctional facility may decline to distribute an email or an email attachment, if the email or

attachment violates its policies. In such instances, neither the correctional facility nor JPay shall be responsible to the sender or you for the failure to deliver such emails or attachments if any. If a correctional facility places you under temporary restriction or suspension from the use of JPay products and services, JPay is under no obligation to continue to provide such products and services to you, and emails may not be delivered to you.

If a correctional facility decides to censor an email, or if you decide to delete an email, any attachments to that email will also be removed from your account. Each email communication you send is subject to a character limit, and the number of emails which may be stored in your inbox is limited as well. Please check the Frequently Asked Questions ("FAQs") for these limits applicable at your correctional facility. Email communications dated before January 1, 2015 are only accessible via the Kiosk and cannot be downloaded or accessed on your Tablet.

2. **FEES AND REFUNDS.** Fees charged to you for certain Services may include the suggested retail price for the Service, as well as additional fees to cover infrastructure and network costs incurred by JPay in connection with the provision of these Services. You may also be charged sales tax where required.

You will not be entitled to a refund due to your inability to access any of the Services as a result of any downtime experienced by the Kiosks, wireless connectivity failures, or restrictions imposed by the correctional facility. In the event that you are transferred to a correctional facility that is not serviced by JPay or lose access to the Service as a result your transfer, JPay will not refund you for your Tablet or any Service purchases.

The transfer of funds to your JPay Media Account is a non-refundable transaction, and funds in such Media Account are not transferable. JPay may make a deduction from your Media Account because of a dispute, legal process, reversed deposit, fees, inappropriate use and/or manipulation of the JPay system, a correction to your account, transfers of funds with the use of what JPay has determined to be an unauthorized form of payment, or other similar reasons. If such a deduction is necessary, notification will be provided to you. The availability and prices for the Services are subject to change without notice.

If the correctional facility in which you reside permits stamp purchases from your trust and/or JPay Media Accounts, such purchases may not be canceled, are non-refundable, non-transferable, and any unused stamps will not be refunded. If the correctional facility in

which you reside permits debit phone time account funding from your trust account, such purchases may also not be canceled and are non-refundable.

3. **YOUR PURCHASE OF JPAY TABLET AND CONTENT.** All Tablet purchases are non-refundable. By purchasing a Tablet, you agree to the Tablet's Limited Warranty listed in the following section as well as the Kiosk's Frequently Asked Questions. If you have an issue with your Tablet during the warranty period, you must submit a support ticket to the JPay Inmate Support Services Team by using the "Communications Center" located on the Kiosk.

The Tablet will ship to the correctional facility at which you reside at the time of purchase within forty-five (45) business days from the date of purchase. Depending on your correctional facility's own procedures, it may take additional time for the correctional facility staff to deliver the Tablet to you. JPay is not responsible for delays in delivery due to the actions or decisions of the correctional facility or events beyond JPay's control, including shortage of materials, labor strikes, transportation failure, lockdown, correctional facility disruption, inclement weather or acts of God.

As used in this Agreement, "Content" includes content and components thereof purchased from JPay, including games, music, news, software, technology, text, books, sound, graphics, pictures, video, code, and all audiovisual or other material appearing on or transmitted to and/or from the Kiosk and/or Tablet. JPay does not guarantee the accuracy or reliability of the Content or that it is error-free. You understand that you may be exposed to Content that may be deemed offensive, indecent, or objectionable. JPay will have no liability to you for Content found to be offensive, indecent, or objectionable. You agree to use the Content at your sole risk.

JPay may change Content options and availability at any time without notice. The download time or functionality of any of our Services may vary depending on the network and connectivity at your correctional facility. On occasion, purchased Content may become unavailable prior to download and previously purchased and downloaded Content may be removed from your Tablet while you are a resident at the correctional facility. In such cases, JPay will issue you a credit, which may be used for a future purchase while you are a resident at a correctional facility in the state agency from which you purchased the Content. If JPay provides you with a replacement Tablet pursuant to the terms of the warranty or for any other reason, or if you or a friend or family member purchase a new Tablet, previously downloaded news Content will not be accessible on the new Tablet.

The Content is provided for your personal, non-commercial entertainment use. During your incarceration, you may only access and view the Content and/or Services while you are a resident at a correctional facility in the state agency where you purchased such Content and/or Services.

All Content embodies the intellectual property of a third party and is protected by law. You agree not to modify, or attempt to modify, any Content for any reason whatsoever, unless expressly authorized or stated within the applicable legal notices. Content and all other intellectual property rights in or to the Content are owned by JPay or JPay's third party licensors and is protected by United States and international copyright, trade dress, patent, and trademark laws, international conventions, and other laws protecting intellectual property and related proprietary rights. In addition, unless expressly authorized by JPay or stated in the applicable legal notices, you shall not distribute, publicly perform or display, lease, sell, transmit, transfer, publish, edit, copy, create derivative works from, rent, sublicense, decompile, disassemble, reverse engineer, attempt to "pass-off" any Content as your own work, or otherwise make unauthorized use of the Content.

**MP3 downloads of SONY BMG products are sold directly by SBMG Digital LLC via Neurotic Media LLC as Agent.**

### ***After Your Release***

After your release from the correctional facility, you may have the security features removed from your Tablet ("unlocked") so that certain Content may be accessible to you outside of the correctional facility. This only applies to Tablets that were purchased by you or a friend or family member.

To have your Tablet unlocked, you must mail in the Tablet to the address below. If you mail the Tablet while you are still incarcerated, JPay will cover the cost of shipping. If you mail in the Tablet to JPay after you are released, you will be responsible for covering any shipping costs.

Please mail the Tablet package to:  
JPay/Securus Technologies-Warehouse  
3220 Keller Springs Ste. 118  
Carrollton, TX. 75006

Please include the following in the package:

- Tablet
- The address of the correctional agency where you were incarcerated
- Your first and last name
- Your Inmate ID #
- Telephone Number
- Return Mailing Address

Upon receipt of the Tablet by JPay, if JPay determines the Tablet is functioning, games and music purchases downloaded on the device and music in your library at the time of your release will be made accessible to you through your unlocked Tablet. JPay will mail to you the unlocked Tablet containing those games and music and, if necessary, a USB drive containing music in your library if your Tablet is not storing your entire music library due to storage capacity. **Any emails and their attachments, as well as VideoGrams, will not be made available to you upon your release.**

If JPay determines that the Tablet is not functioning, JPay will return to you the non-functioning Tablet, along with a USB drive containing your music purchases only. Games and any saved emails and their attachments will not be included with the USB contents.

Please allow up to forty-five (45) business days from the date JPay receives your Tablet for delivery to you of the unlocked Tablet or USB drive. After forty-five (45) business days, you may follow up on the status of your unlocked Tablet or USB drive by contacting JPay via email at [tabletunlocksupport@jpay.com](mailto:tabletunlocksupport@jpay.com).

### ***Movies, Television Shows, and Other Video Rentals***

In certain correctional facilities, JPay may make available for rental and viewing a selection of full-length movies, episodes of television shows, and other videos (collectively hereafter referred to as "Video Content"). This Video Content is available for a limited viewing period only and is not a permanent download. Beginning when you first rent the Video Content, it will only be available on your Tablet for a period of thirty (30) days (the "Rental Period"). After the Rental Period ends, the Video Content will be automatically deleted from your Tablet, whether you have viewed the Video Content in its entirety or not. If you wish to view the Video Content after the Rental Period ends, you must rent it again. During the thirty (30)-day Rental Period, you will have a period of 48 forty-eight (48) hours from the point of initial playback to view the Video Content (the "Viewing Period"). Once the Viewing Period has expired, the Video Content will be automatically deleted from your Tablet. You

will have the option to rent the Video Content again (if the Video Content is still available). Note that if you begin watching the Video Content on the last day of the (30)-day Rental Period, you will only have until midnight of that day to finish viewing the Video Content, not the full 48-hour Video Period. If you are unable to complete watching the Video Content, JPay will not be responsible and will not be obligated to issue or supply you a refund.

This Video Content service is only available to you while you are a resident of a correctional facility. Once you are released, JPay's rental service will no longer be available or accessible to you, even if you retain ownership of your Tablet.

4. **TABLET LIMITED WARRANTY.** JPay warrants that the Tablet will be free from material defects in design and manufacture and will substantially conform to the published specifications under normal use for a period of ninety (90) days following the date on which you first connect the Tablet to the Kiosk. In certain correctional facilities, the warranty period may be longer. Please check the "Frequently Asked Questions" ("FAQs") to know the warranty period that applies to your correctional institution. This warranty is provided to you and is not transferable. The warranty is void if the product is not used in accordance with the product instructions, or if it is damaged as a result of misuse, unauthorized repair, modification or accident. JPay shall not be liable if a certain component, accessory, or feature is not available on the Tablet due to restrictions imposed by the applicable correctional facility.

To obtain warranty service, you must submit a support ticket to the Inmate Support Services Team by using the "Communications Center" located on the Kiosk. JPay will attempt to troubleshoot the issue. If further assistance is needed, JPay will repair or replace the product or any portion thereof with a new or refurbished product of equal or greater capacity and functionality. A replacement Tablet assumes (i) the remaining warranty time available on the original Tablet (which is calculated from the date that you first submit a support ticket), or (ii) a warranty period of thirty (30) days following the date the replacement Tablet is delivered to the correctional facility in which you reside, whichever date is later.

JPay will repair or replace any defective earbud headphones (that accompanied your Tablet purchase) if you submit a support ticket within two (2) weeks of your receipt of the earbud headphones. If you are a resident of a correctional facility in the State of Idaho, however, you will have thirty (30) days to submit the support ticket regarding the defective earbud headphones.

If JPay determines that you qualify for a replacement Tablet or earbud headphones under our Return Merchandise Authorization (RMA) process, JPay will ship the replacement

product to the correctional facility at which you reside within forty-five (45) business days from the date the support ticket generating the RMA was submitted. Depending on your correctional facility's own procedures, it may take additional time for the correctional facility staff to deliver the Tablet to you. JPay will not be responsible for delays in delivery due to the actions or decisions of the correctional facility or events beyond JPay's control, including shortage of materials, labor strikes, transportation failure, lockdown, correctional facility disruption, inclement weather or acts of God.

JPay does not warrant, and shall not be responsible for, any lost Content or data contained in the Tablet regardless of the cause of the loss. JPay's products are not warranted to operate without failure. This warranty gives you specific legal rights, and you may also have other rights which vary by jurisdiction.

JPay is not responsible for damage to the Tablet arising from failure to follow instructions relating to the Tablet's use. This warranty does not apply to: (a) cosmetic damage, including but not limited to, scratches and dents; (b) damage caused by accident, abuse, misuse, liquid spill or submersion, flood, fire, earthquake, or other external causes; (c) damage caused by service on the Tablet performed by anyone who is not a JPay representative; (d) a Tablet that has been modified; or (e) a Tablet confiscated by correctional staff.

**5. TABLET ACCESSORIES.** If the correctional facility in which you reside permits the purchase of accessories, including but not limited to, USB cables, barrel chargers, headphones and/or armbands (each an "Accessory" and collectively, the "Accessories"), such purchases are non-refundable. By purchasing an Accessory, you agree to the Accessory's Limited Warranty listed in the following section as well as the Kiosk's Frequently Asked Questions. If you have an issue with your Accessory during the warranty period, you must submit a support ticket to the JPay Help Desk.

JPay will not be liable for any loss, destruction or damage to the Accessory. JPay provides the Accessory subject to the rules and policies of your correctional facility. At any given time, you may only own one of each Accessory available.

Accessories must be used in compliance with all applicable laws, rules and regulations. Use of the Accessory is a privilege and misuse may lead to denial of this privilege, confiscation of the Accessory, administrative and disciplinary sanctions, and/or legal action.

JPay will ship Accessories to the correctional facility at which you resided at the time of purchase within fifteen (15) business days from the date of purchase. Depending on your

correctional facility's own procedures, it may take additional time for the correctional facility staff to deliver the Accessory to you. JPay is not responsible for delays in delivery due to the actions or decisions of the correctional facility or events beyond JPay's control, including shortage of materials, labor strikes, transportation failure, lockdown, correctional facility disruption, inclement weather, or acts of God.

**6. ACCESSORY LIMITED WARRANTY.** JPay warrants that the Accessory will be free from material defects in design and manufacture and will substantially conform to the published specifications under normal use for a period of sixty (60) days following the date the Accessory was purchased. This warranty is provided to you and is not transferable. The warranty is void if the product is not used in accordance with the product instructions, or if it is damaged as a result of misuse, unauthorized repair, modification, or accident. This sixty (60)-day warranty period applies only to Accessories purchased separately from any Tablet.

To obtain warranty service, you must submit a support ticket to the JPay Inmate Support Services Team by using the "Communications Center" located on the Kiosk within the sixty (60)-day warranty period. JPay will attempt to troubleshoot the issue. If troubleshooting does not resolve the problem, JPay will repair or replace the Accessory or any portion thereof with a new or refurbished product of equal or greater capacity and functionality. A replacement Accessory assumes (i) the remaining warranty time available on the original Accessory (which is calculated from the date that you first submit a support ticket), or (ii) a warranty period of thirty (30) days following the date the replacement Accessory is delivered to the correctional facility in which you reside, whichever date is later.

JPay will ship replacement Accessories to the correctional facility at which you resided at the time the replacement was requested within fifteen (15) business days from JPay's approval of the replacement. Depending on your correctional facility's own procedures, it may take additional time for the correctional facility staff to deliver the replacement Accessory to you. JPay is not responsible for delays in delivery due to the actions or decisions of the correctional facility or events beyond JPay's control, including shortage of materials, labor strikes, transportation failure, lockdown, correctional facility disruption, inclement weather, or acts of God.

JPay is not responsible for damage arising from failure to follow instructions relating to the product's use. This warranty does not apply: (a) to cosmetic damage, including but not limited to, scratches and dents; (b) to damage caused by accident, abuse, misuse, liquid spill or submersion, flood, fire, earthquake or other external causes; (c) to damage caused

by service performed by anyone who is not a representative of JPay; or (d) to an Accessory that has been confiscated by correctional staff.

Notwithstanding the foregoing, JPay provides the Accessory subject to the rules and policies of each applicable correctional facility.

THE FOREGOING IS JPAY'S SOLE WARRANTY. JPAY DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. JPAY IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AGGREGATE DOLLAR AMOUNT PAID BY YOU FOR THE PURCHASE OF THE TABLET AND/OR ACCESSORY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

THE KIOSK, TABLET, CONTENT, AND SERVICES ARE PROVIDED BY JPAY INC. ON AN "AS IS" AND "AS AVAILABLE" BASIS. JPAY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE KIOSK, TABLET, OR SERVICES. YOU EXPRESSLY AGREE THAT YOUR USE OF THE KIOSK, TABLET, AND SERVICES IS AT YOUR SOLE RISK.

TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, JPAY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. JPAY (AS WELL AS ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AND STOCKHOLDERS) WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE KIOSK, A TABLET, AN ACCESSORY AND/OR THE SERVICES, ANY NON-TRANSMITTAL OF A COMMUNICATION, OR FOR DELAY OR ERRONEOUS DELIVERY OF A COMMUNICATION, REGARDLESS OF THE CAUSE, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

**7. LOANER TABLET PROGRAM AND CONTENT.** If you are a resident of a correctional facility, at the discretion of the facility, JPay may provide you with a Loaner Tablet at no cost to you. Loaner Tablets are considered the property of JPay, and are to be used in accordance with the procedures and guidelines that govern this Service, which may be

communicated to you by your correctional facility, in this Agreement or in the Frequently Asked Questions (FAQs) section of the Kiosk. If you have an issue with your Loaner Tablet, you must submit a support ticket to the JPay Inmate Support Services Team by using the “Communications Center” located on the kiosk.

Upon release or transfer from your correctional facility, you will be required to return your Loaner Tablet to JPay. If you are released or transferred to a correctional facility that does not have Loaner Tablets available, JPay will provide you with a USB drive containing your purchased music. Any emails and their attachments, as well as VideoGrams, will not be made available to you on the USB drive. This USB drive may be shipped to your home address.

To have a USB drive containing your music shipped to your home address, you will be required to submit a support ticket to JPay’s Inmate Support Services Team containing the following information:

- The address of the correctional agency where you were incarcerated
- Your first and last name
- Your Inmate ID #
- Telephone Number
- Return Mailing Address

Please allow up to forty-five (45) business days from the date you submitted your support ticket for delivery of your USB drive. After forty-five (45) business days, you may follow up on the status of your USB drive by contacting JPay customer service at 1(800)-574-5729.

8. **GOVERNING LAW.** This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Florida, exclusive of conflict or choice of law rules.

9. **DISPUTE RESOLUTION & ARBITRATION AGREEMENT (“Arbitration Agreement”)**

**THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.**

(a) Scope of the Arbitration Agreement. Mindful of the high cost of legal disputes, not only in dollars but in time and energy, both you and JPay agree that any legal

dispute between you and JPay, no matter the date of accrual, that relates to or arises in any way from (1) these Terms of Service and Warranty Policy and the provisions and disclosure therein, (2) any purchase by you, (3) any JPay product or service, and (4) any advertising, promotion or communication between you and JPay, shall be resolved through binding individual arbitration.. You understand and agree that you are waiving your right to sue or go to court to assert or defend your rights. However, either you or JPay may bring any individual claim in small claims court consistent with the jurisdictional and dollar limits that may apply, as long as it is brought and maintained as an individual claim. The term dispute (“Dispute”) means any dispute, action, claim, or other controversy between you and JPay, whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis. Dispute will be given the broadest possible meaning allowable under law.

**(b) Informal Dispute Resolution.** Either party asserting a Dispute shall first try in good faith to resolve it by providing written notice as specified below to the other party describing the facts and circumstances (including any relevant documentation) and allowing the receiving party 30 days in which to respond. Notice shall be made by: (1) first class or registered mail to JPay, Inc., 10981 Marks Way, Miramar FL, 33025; or (2) by email at Resolutions@JPay.com; or (3) to you by JPay at the postal address of your correctional facility or if you are a user of JPay’s email services, to your JPay email account. Both you and JPay agree that this dispute resolution procedure is a condition precedent which must be satisfied before initiating any arbitration against the other party.

**(c) How Arbitration Works.** Either party may initiate arbitration, which shall be conducted by the American Arbitration Association (“AAA”) pursuant to its Consumer Arbitration Rules (“AAA Rules”), as modified by this Arbitration Agreement. The AAA Rules are available on the AAA’s website [www.adr.org](http://www.adr.org), or by calling the AAA at (800) 778-7879. For your convenience, we have included a copy of the AAA Consumer Arbitration Rules in the Frequently Asked Questions (FAQs) section of the kiosk. The AAA may also be contacted, and claims may be filed, by mailing your correspondence to: American Arbitration Association, Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043. In the event the AAA is unavailable or unwilling to hear the Dispute, the parties shall agree to, or the court shall select, another arbitration provider. Unless you and JPay agree otherwise, including on whether to conduct arbitration by telephone or videoconference, any arbitration hearing shall take place in the county of your residence (as so determined by the location of your correctional facility).

(d) WAIVER OF RIGHT TO BRING CLASS ACTION AND REPRESENTATIVE CLAIMS. All arbitrations, no matter the date the claim accrued, shall proceed on an individual basis. The arbitrator is empowered to resolve the dispute with the same remedies available in court, however, any relief must be individualized to you and shall not affect any other customer. You and JPay also agree that each may bring claims against the other in arbitration only in your or their respective individual capacities, and in so doing, you and JPay hereby waive the right to a trial by jury, to assert or participate in any class action lawsuit or class action arbitration, any private attorney general lawsuit or private attorney general arbitration, and any joint or consolidated lawsuit or joint or consolidated arbitration of any kind. If a court decides that the limitations of this paragraph are deemed invalid or unenforceable, any putative class, private attorney general, or representative action must be brought in a court of proper jurisdiction and not in arbitration.

(e) Governing Law and Other Terms. This Arbitration Agreement shall be governed by, and interpreted, construed, and enforced in accordance with, the United States Federal Arbitration Act and other applicable federal law. To the extent state law applies to any aspect of this Arbitration Agreement, or to any disputes and claims that are covered by the Arbitration Agreement, Florida law will govern. JPay will provide notice of any material changes to this Arbitration Agreement. Except as set forth above in paragraph 9(d), regarding the class action waiver provision, if any portion of this Arbitration Agreement is deemed invalid or unenforceable, it will not invalidate the remaining portions of the Arbitration Agreement. Except as specifically set forth below in 9(f), only the arbitrator is authorized to make determinations as to the scope, validity, or enforceability of this Agreement, including whether any dispute falls within its scope.

(f) RESTRICTIONS ON ARBITRATION: ALL DISPUTES, REGARDLESS OF THE DATE OF ACCRUAL OF SUCH DISPUTE, SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS. THE SCOPE, VALIDITY, EFFECT, AND ENFORCEABILITY OF THE FOREGOING WAIVER OF CLASS ACTION LAWSUIT AND REPRESENTATIVE OR CLASS-WIDE ARBITRATION ARE TO BE DETERMINED SOLELY AND EXCLUSIVELY BY THE FEDERAL DISTRICT COURT LOCATED IN THE SOUTHERN DISTRICT OF FLORIDA OR FLORIDA STATE COURT IN MIAMI-DADE COUNTY AND NOT BY AAA OR ANY ARBITRATOR. IF A LAWSUIT IS FILED TO ENFORCE THESE WAIVERS THE PARTIES AGREE THAT THE ARBITRATION SHALL BE IMMEDIATELY STAYED, BY AGREEMENT OR COURT ORDER, UNTIL THE COURT CASE IS RESOLVED AND ALL APPELLATE REVIEW IS EXHAUSTED. THE COST OF PROCEEDINGS UNDER THIS SECTION, INCLUDING, WITHOUT LIMITATION, EACH PARTY'S ATTORNEYS' FEES AND COSTS, SHALL BE BORNE BY THE UNSUCCESSFUL

PARTY. THE PARTIES HEREBY CONSENT TO JURISDICTION AND VENUE IN MIAMI-DADE COUNTY AND WAIVE ANY OBJECTIONS THERETO.

(g) WITHOUT WAIVING THE RIGHT TO APPEAL SUCH DECISION, SHOULD ANY PORTION OF SECTION (9)(f) BE STRICKEN FROM THIS AGREEMENT OR DEEMED OTHERWISE INVALID OR UNENFORCEABLE, THEN THIS ENTIRE SECTION 9 (OTHER THAN THIS SENTENCE) SHALL BE STRICKEN FROM THIS AGREEMENT AND INAPPLICABLE, AND ANY AND ALL DISPUTES SHALL PROCEED IN FEDERAL DISTRICT COURT LOCATED IN THE SOUTHERN DISTRICT OF FLORIDA OR FLORIDA STATE COURT IN MIAMI-DADE COUNTY AND BE DECIDED BY A JUDGE, SITTING WITHOUT A JURY, ACCORDING TO APPLICABLE COURT RULES AND PROCEDURES, AND NOT AS A CLASS ACTION LAWSUIT.

10. **INDEMNIFICATION.** To the maximum extent permitted by law, you agree to defend, indemnify and hold harmless JPay, its affiliates and their respective directors, officers, employees and agents from and against any and all third party claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorney's fees) arising out of or accruing from (a) your breach of this Agreement, and (b) your use of the Services.

11. **SEVERABILITY.** If any provision of the Agreement shall be ruled unenforceable, then the remainder shall be enforced to the extent permissible.

12. **ENTIRE AGREEMENT.** This Agreement sets forth the entire agreement with respect to the subject matter hereof. The Agreement may not be altered, supplemented, or amended by the use of any other document(s). Notwithstanding the foregoing, the rules and policies of the applicable correctional facility may also govern the sale and use of the Tablet.

# EXHIBIT B – FRIENDS & FAMILY TERMS & CONDITIONS

## PLAYER PURCHASE TERMS AND CONDITIONS AND WARRANTY POLICY

Last revision date: July 1, 2019

These Player Purchase Terms and Conditions and Warranty Policy (the "Agreement") contain the terms and conditions that apply to your purchase of a player from JPay. JPay may amend this Agreement at any time. You agree to be bound by the modified Agreement upon your purchase of the player after the effective date of such changes. We last modified this Agreement on July 1, 2019. Nothing in this Agreement shall be deemed to confer any third party rights or benefits. Any rights not expressly granted herein are reserved by JPay.

The following accessories are included with the purchase of a player: (1) one set of ear bud headphones, (2) one AC power adaptor or four AA batteries, as applicable, and (3) one USB connector cable (collectively, the "Player").

By using JPay's services, you agree to the terms and conditions of this Agreement, the JPay [Privacy Policy](#), and any other documents incorporated by reference. In addition, by indicating your acceptance of this Agreement, you acknowledge that you have read, accepted, and agreed to this Agreement and to comply with all applicable laws and regulations. If you do not indicate your acceptance of these terms, you will not be able to complete your transaction.

**1. TERMS OF PURCHASE.** You agree to purchase a Player for a designated inmate (the "Recipient") at a correctional facility served by JPay (the "Facility"). All Player sales are nonrefundable. In most cases, as required by the Facility, a Recipient may only own one Player. By purchasing a Player from JPay, you and the Recipient agree to the Limited Warranty included with the Player, which is described below. JPay shall not be liable in the event of any loss, destruction or damage to the Player. The version of the Player that you are purchasing may have functionality that is different from other versions of the Player. Payment for the Player must be made by a Visa, MasterCard or Discover branded credit card or debit card. The total purchase price of the Player, including tax, shipping and handling, will be displayed to you prior to purchase.

Please note that JPay provides the Player subject to the rules and policies of the Facility. JPay shall not be liable if any component, accessory or feature is not available on the Player due to the rules or any other requirements imposed by the Facility.

**2. USAGE.** The Player must be used in compliance with all applicable laws, rules and regulations. Use of the Player by the Recipient is a privilege and misuse may lead to denial of this privilege, confiscation of the Player, administrative and disciplinary sanctions and/or legal action.

**3. SHIPPING AND NOTIFICATION.** Shipping and handling costs are included in the purchase price of the Player. The Player will be shipped to the Recipient's Facility within forty-five (45) business days from the date of purchase. Depending on the Facility's own procedures, it may take additional time for the Facility staff to deliver the Player to the Recipient. JPay will not be responsible for delays in delivery due to the actions or decisions of the Facility or events beyond JPay's control, including shortage of materials, labor strikes, transportation failure, lockdown, Facility disruption, inclement weather or acts of God.

**4. PLAYER FUNCTIONALITY.** A Player's functionality and performance may be different from what is described in a specification sheet or catalog accompanying such Player. Spare parts may be new or reconditioned.

**5. PLAYER LIMITED WARRANTY.** JPay warrants that the Player will be free from material defects in design and manufacture and will substantially conform to the published specifications under normal use for a period of ninety (90) days following the date on which the Recipient first connects the Player to the kiosk. This warranty is provided to the Recipient of the Player and is not transferable. The warranty is void if the Player is not used in accordance with the product instructions, or if the Player is damaged as a result of misuse, unauthorized repair, modification or accident. JPay shall not be liable if a certain component, accessory or feature is not available on the Player due to restrictions imposed by the Facility.

To obtain warranty service, the Recipient must submit a Trouble Ticket to the JPay kiosk's Help Desk. JPay will attempt to troubleshoot the issue. If further assistance is needed, JPay will repair or replace the Player or any portion thereof with a new or refurbished product of equal or greater capacity and functionality. A replacement Player assumes (i) the remaining warranty time available on the original Player (which is calculated from the date that the Recipient first submits a Trouble Ticket), or (ii) a warranty period of thirty (30) days following the date the replacement Player is delivered to the Facility in which the Recipient resides, whichever date is later.

JPay will repair or replace any defective ear bud headphones only if a Trouble Ticket is

submitted within two (2) weeks of receipt of the ear bud headphones by the Recipient; provided, however, if the Recipient resides in a Facility in the State of Idaho, the Trouble Ticket must be submitted within thirty (30) days of receipt of the headphones.

JPay does not warrant, and shall not be responsible for, any lost content or data contained in the Player regardless of the cause of the loss. JPay's products are not warranted to operate without failure. This warranty gives you specific legal rights, and you may also have other rights which vary by jurisdiction.

JPay is not responsible for damage to the Player arising from failure to follow instructions relating to the product's use. This warranty does not apply to: (a) cosmetic damage, including but not limited to scratches and dents; (b) damage caused by accident, abuse, misuse, liquid spill or submersion, flood, fire, earthquake or other external causes; (c) damage caused by service on the Player performed by anyone who is not a representative of JPay; (d) a Player that has been modified; or (e) a Player that has been confiscated by the Facility's staff.

**6. DISCLAIMER OF WARRANTIES.** EXCEPT AS SET FORTH IN THE AGREEMENT, JPAY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF QUIET ENJOYMENT AND NON-INFRINGEMENT, MERCHANTABILITY FOR COMPUTER PROGRAMS, AND IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND INFORMATIONAL CONTENT. SOME STATES LIMIT OR DISALLOW CERTAIN DISCLAIMERS OF WARRANTIES, SO CERTAIN PORTIONS OR ALL OF THE ABOVE DISCLAIMERS MAY NOT APPLY TO YOU.

**7. LIMITATION OF LIABILITY.** JPAY DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING ANY LIABILITY FOR THE PLAYER NOT BEING AVAILABLE FOR USE OR FOR LOST OR CORRUPTED DATA OR SOFTWARE. JPAY WILL NOT BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY EXCEPT AS EXPRESSLY PROVIDED HEREIN. YOU AGREE THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF THE PLAYER, JPAY IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AGGREGATE DOLLAR AMOUNT PAID BY YOU FOR THE PURCHASE OF THE PLAYER UNDER THIS AGREEMENT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

**8. GOVERNING LAW.** This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Florida, exclusive of conflict or choice of law rules.

## **9. DISPUTE RESOLUTION.**

**THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.**

### About Arbitration:

In the event JPay is unable to resolve a complaint you may have to your satisfaction (or if JPay has not been able to resolve a dispute it has with you after attempting to do so), we each agree to resolve those disputes through binding arbitration instead of in court. Arbitration is more informal than a lawsuit in court. Arbitration uses neutral arbitrators instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. **Any arbitration under this Agreement will take place on an individual basis; class arbitrations and in court class actions are not permitted.**

### Arbitration Agreement:

(a) Any dispute, claim or controversy among the parties arising out of or relating to this Agreement (“Dispute”) shall be finally resolved by and through binding arbitration administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules (the “JAMS Rules”), provided that failure to adhere to any of the time limits set forth therein shall not be a basis for challenging the award.

You may obtain copies of the current rules and forms and instructions for initiating arbitration by contacting JAMS as follows:

JAMS, The Resolution Experts  
600 Brickell Avenue  
Suite 2600  
Miami, FL 33131  
Web site: [www.jamsadr.com](http://www.jamsadr.com)  
Telephone (949) 224-1810 or (800) 352-5267

**You agree that, by entering into this Agreement, you and JPay are each waiving the right to a trial by jury or to participate in a class action or class arbitration.** Both the foregoing agreement of the parties to arbitrate any and all Disputes, and the results, determinations, findings, judgments and/or awards rendered through any such arbitration, shall be final and binding on the parties and may be specifically enforced by legal proceedings in any court of competent jurisdiction.

(b) The arbitration shall be conducted by three arbitrators (unless the parties mutually agree to less). Each party shall select one arbitrator within 30 days of commencement of the arbitration, failing which, upon request of any party, JAMS shall appoint such arbitrator. The third arbitrator, who shall serve as Chairperson of the arbitral panel, shall be appointed by JAMS pursuant to Rule 15 of the JAMS Rules. The arbitrators must apply the terms of this arbitration agreement, including without limitation, the waiver of class-wide arbitration set forth below.

(c) The place of arbitration shall be Miami, Florida.

(d) The cost of the arbitration proceeding, including, without limitation, each party's attorneys' fees and costs, shall be borne by the unsuccessful party or, at the discretion of the arbitrators, may be prorated between the parties in such proportion as the arbitrators determine to be equitable and shall be awarded as part of the award.

(e) The arbitration provisions set forth herein, and any arbitration conducted thereunder, shall be governed exclusively by the Federal Arbitration Act, Title 9 United States Code, to the exclusion of any state or municipal law of arbitration.

(f) RESTRICTIONS ON ARBITRATION: ALL DISPUTES, REGARDLESS OF THE DATE OF ACCRUAL OF SUCH DISPUTE, SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS. YOU ARE WAIVING YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT, AND TO CERTAIN DISCOVERY AND OTHER PROCEDURES THAT ARE AVAILABLE IN A LAWSUIT. YOU ARE WAIVING, AND WILL NOT HAVE, THE RIGHT TO CONSOLIDATION OR JOINDER OF INDIVIDUAL DISPUTES OR ARBITRATIONS, TO HAVE ANY DISPUTE ARBITRATED ON A CLASS ACTION BASIS, OR TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. FURTHER, YOU AND JPAY AGREE THAT THE ARBITRATORS HAVE NO AUTHORITY TO ORDER CONSOLIDATION OR CLASS ARBITRATION OR TO CONDUCT ANY FORM OF REPRESENTATIVE OR CLASS-WIDE

ARBITRATION PROCEEDINGS, AND ARE ONLY AUTHORIZED TO RESOLVE THE INDIVIDUAL DISPUTES BETWEEN YOU AND JPAY ALONE.

(g) THE SCOPE, VALIDITY, EFFECT, AND ENFORCEABILITY OF THE FOREGOING WAIVER OF CLASS ACTION LAWSUIT AND REPRESENTATIVE OR CLASS-WIDE ARBITRATION ARE TO BE DETERMINED SOLELY AND EXCLUSIVELY BY THE FEDERAL DISTRICT COURT LOCATED IN THE SOUTHERN DISTRICT OF FLORIDA OR FLORIDA STATE COURT IN MIAMI-DADE COUNTY AND NOT BY JAMS OR ANY ARBITRATOR. IF A LAWSUIT IS FILED THE PARTIES AGREE THAT THE ARBITRATION SHALL BE IMMEDIATELY STAYED, BY AGREEMENT OR COURT ORDER, UNTIL THE COURT CASE IS RESOLVED AND ALL APPELLATE REVIEW IS EXHAUSTED. THE COST OF PROCEEDINGS UNDER THIS SECTION, INCLUDING WITHOUT LIMITATION, EACH PARTY'S ATTORNEYS' FEES AND COSTS, SHALL BE BORNE BY THE UNSUCCESSFUL PARTY.

(h) WITHOUT WAIVING THE RIGHT TO APPEAL SUCH DECISION, SHOULD ANY PORTION OF SECTION (9)(f) BE STRICKEN FROM THIS AGREEMENT OR DEEMED OTHERWISE INVALID OR UNENFORCEABLE, THEN THIS ENTIRE SECTION 9 (OTHER THAN THIS SENTENCE) SHALL BE STRICKEN FROM THIS AGREEMENT AND INAPPLICABLE, AND ANY AND ALL DISPUTES SHALL PROCEED IN FEDERAL DISTRICT COURT LOCATED IN THE SOUTHERN DISTRICT OF FLORIDA OR FLORIDA STATE COURT IN MIAMI-DADE COUNTY AND BE DECIDED BY A JUDGE, SITTING WITHOUT A JURY, ACCORDING TO APPLICABLE COURT RULES AND PROCEDURES, AND NOT AS A CLASS ACTION LAWSUIT OR ANY OTHER REPRESENTATIVE SUIT.

#### **10. TIME LIMIT FOR FILING CLAIMS:**

As a condition precedent to recovery, all claims under this Agreement (other than warranty claims which are subject to the time limits set forth in Section 5) must be filed in writing or electronically with JPay within six (6) months of your constructive knowledge that the alleged issue occurred.

Further, any demand for arbitration must be filed no later than one (1) year after your constructive knowledge that the alleged issue occurred.

Where claims are not filed or arbitration is not instituted thereon in accordance with the foregoing provisions, such claims shall be deemed waived and will not be paid.

**11. SEVERABILITY.** If any provision of the Agreement shall be ruled unenforceable, then the remainder shall be enforced to the extent permissible.

**12. ENTIRE AGREEMENT.** This Agreement sets forth the entire agreement with respect to the subject matter hereof. The Agreement may not be altered, supplemented, or amended by the use of any other document(s). Notwithstanding the foregoing, the rules and policies of the applicable Facility may also govern the sale and use of the Player.